

The Hongkong Telegraph.

(ESTABLISHED 1881.)

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WEATHER FORECAST

FINE

Barometer 29.99

February 20, 1914. Temperature 6 a.m. 70, 2 p.m. 77
Humidity " 90, " 69

February 19, 1913. Temperature 6 a.m. 63, 2 p.m. 68.
Humidity " 85, " 74.

2128 晚六廿月正年寅甲

FRIDAY, FEBRUARY 20, 1914.

五拜禮 號十二月式英曆舊

\$36 PER ANNUM
SINGLE COPY, 10 CENTS.

TELEGRAMS.

SWEDISH DEFENCE.

A NEW BILL.

[Reuter's Service To The "Telegraph."]

London, Received February 19.
Reuter's correspondent at Stockholm states that Baron Hammarskjöld, in a statement in the Riksdag, said a new Defence Bill will be presented in the Riksdag after the dissolution and General Election. Fresh expenditure would be met by a special tax falling upon the shoulders of those best able to bear it.

AMERICAN MARGONIS.

ALLEGATIONS AGAINST LORD MURRAY.

London, Received February 19.
Lord Lansdowne will to-day move the appointment of a Committee of Enquiry into the allegations in the Press against Lord Murray. It is expected that the Government will decline to participate in the enquiry. Hence the Committee, which will be small, will be probably entirely Unionist.

Motion Adopted.

Later.
In the House of Lords Lord Lansdowne in moving for the committee said that never had there been a more discreditable gamble on the Stock Exchange than in connection with the American Marconis. He could not conceive a more ill-suited tribunal than a House of Commons Committee whose report it would be impossible to accept as regards Lord Murray who had never appeared before it.

Lord Crowe declared that the Government offered no objection to the appointment of the committee but it was not prepared to take any direct responsibility for it. He did not think there were any new facts to be elicited.

Lord Amthampl emphasised that his sole concern was for the honour of the House. The motion was adopted without division.

RITUAL MURDER SENSATION.

CHRISTIAN BOY ALIVE.

London, Received February 19.
Reuter's St. Petersburg correspondent states that the Kieff Christian boy, who was reported to have been murdered by Jews, has been found at Shitomir, alive and well. He ran away from his home.

APPOINTMENTS.

NAVAL AND CONSULAR.

London, Received February 20.
Sir Archibald Berkeley Milne has been appointed commander at the Nile.
Mr. H.H.D. Beaumont has been appointed to the British consulate at Constantinople and Mr. Norman, of the Foreign Office, takes his place at Tokyo.
Mr. MacLennan is transferred from Brussels to be British Consul at Peking.

SOUTH BUCKS ELECTION.

UNIONISTS RETAIN SEAT.

London, Received February 20.
The election in South Buckinghamshire resulted as follows:—
Dupre (Con.) 9,044.
Mowley (Lib.) 6,713.
At the last election Sir C. A. Cripps was returned unopposed.

TELEGRAMS.

GERMAN COLONIES.

A BRITISH MODEL.

[Reuter's Service To The "Telegraph."]

London, Received February 19.
Reuter's Berlin correspondent states that in the Budget Committee of the Reichstag, Dr. Solf, Minister for the Colonies, said the British Colonial administration might serve as a model for Germany. He contemplated a reform of the German system in the direction of strengthening the local administration. The question of a constitution for the Colonies must be considered.

Dr. Solf also stated that an agreement regulating the Anglo-German frontier north-west of German East Africa would shortly be submitted to the House.

BETHNAL GREEN POLLING.

GREAT EXCITEMENT.

London, Received February 20.
The polling in the Bethnal Green election of noon in showery weather. The excitement is at fever heat. The polling will remain open until nine in the evening.

Unionist Triumph.

The Bethnal Green election resulted as follows:—
Sir Matthew Wilson (Un.) 2,826.
Mr. Masterson (Liberal) 2,804.
Mr. Scurr (Socialist) 316.

HELENA MAY INSTITUTE.

Subscription List.

The following list of subscriptions was handed to us on Tuesday last about noon by Mr. J. H. Kemp, who made the request that it should not be inserted before Friday the 20th inst. that date having been endorsed upon the list. With this request we now comply. This is our apology for the publication of old, belated "news."

The following donations were collected during the year 1913 by the Committee of the Hongkong Benevolent Society and the Council of the Young Women's Christian Association:—

Ellis Kadoorie Esq. (1st donation) ...	300.00
Per Mrs. Shellim ...	295.00
Per Mrs. Piercy ...	100.00
A. Scotch Lady ...	100.00
Mrs. J. H. Kemp ...	50.00
Lady Hamilton, per ...	32.37
Mrs. Lang (£5) ...	30.00
Mrs. Landor ...	25.00
Mrs. Edkins (1st donation) ...	25.00
Mrs. Kydd ...	25.00
Leung Yan Po Esq. (1st donation) ...	25.00
W. Van Roes Esq. ...	25.00
Mrs. C. H. Ross ...	25.00
H.G.M.S. ...	25.00
A Friend, per Mrs. Hoskyn ...	30.30
A Friend ...	15.00
For Mrs. Backer ...	10.00
Miss. Denison ...	10.00
Mrs. Mckenney ...	10.00
A Friend ...	10.00
Mrs. Duncan ...	5.00
Mrs. Jordan ...	5.00
J. Meeking Esq. ...	5.00
Mrs. Grant Smith ...	5.00
A Friend ...	5.00
A Friend ...	5.00
Mrs. Barnett ...	2.00
A Friend ...	2.00
"Hongkong Mummies" Mothers Union ...	450.00
Interest on current acc to 31st Dec. ...	9.03
Total ...	1730.70

The following amounts have since been promised or received:—

Ellis Kadoorie Esq. (2nd donation) ...	15,000.00
Ho Kam-tong Esq. ...	15,000.00
Lau Chu-pak Esq. ...	2,000.00
Ivor Gourgey Esq. ...	1,000.00
Lady May ...	150.00
Mrs. Butlin ...	100.00

TELEGRAMS.

CAMEL CORPS DISASTER.

THE ONLY REWARD.

[Reuter's Service To The "Telegraph."]

London, Received February 20.
At question time in the House of Commons the question of recognition of the services of Captain Somers and Mr. Dunn, in connection with the camel corps disaster in Somaliland, was brought up. Mr. Harcourt said that Somers would be promoted to the rank of major while Dunn would be made head of police at St. Vincent. If he were asked privately he would say that the recognition was wholly insufficient but it was the only reward he would be able to give. He would have recommended both for the distinguished service order but they were not qualified for it.

R. L. S's WIDOW.

DIES IN CALIFORNIA.

London, Received February 20.
The widow of Robert Louis Stevenson has died at Monte Cito, California.

Mrs. Edkins (2nd donation) ...	100.00
Mrs. Gedge ...	100.00
Mrs. W. G. Humphreys ...	100.00
Mrs. Landale ...	100.00
Mrs. Pattenden ...	100.00
Mrs. Pollock ...	100.00
Mrs. Sachse ...	100.00
Mrs. Shellim ...	100.00
Mrs. Stabb ...	100.00
Miss Pitts ...	20.00
Mrs. C. A. James ...	5.00
Miss Leach ...	5.00
Total ...	34,180.00

Per Mrs. Shellim ...	2,000.00
Chan Kai Ming Esq. ...	500.00
David Sassoon & Co. Ltd. ...	500.00
E. D. Sassoon & Co. ...	500.00
H. M. H. Henzies Esq. ...	250.00
Cruz Bato & Co. ...	250.00
Leung Yan Po Esq. ...	250.00
(2nd donation) ...	250.00
De Souza & Co. ...	250.00
Cawajee Pallanjes & Co. ...	200.00
S. J. David & Co. ...	200.00
Lee Ily San Esq. ...	200.00
E. Pabaney ...	200.00
Arratoon V. Apear & Co. ...	150.00
A. M. Esabhy ...	150.00
Ng Hon Tez Esq. ...	150.00
Mrs. A. V. Apear ...	100.00
Ho Wing Esq. ...	100.00
A. Lai ...	100.00
Look Poong Shan Esq. ...	100.00
F. P. Talati Esq. ...	100.00
Sassoon, Gubbay and Howard ...	100.00
Union Trading Co. ...	100.00
M. H. E. Elias Esq. ...	50.00
J. D. F. Mulder Esq. ...	50.00
A. Well Wisher ...	50.00
Sidney Michael Esq. ...	25.00
Total ...	6,125.00
Total ...	\$42,035.70

It is hoped that the \$30,000 promised by Messrs. Ellis Kadoorie and Ho Kam Tong will provide the building, but a site is also required and further funds are needed for furnishing and initial expenses and in order to start the Institute on a sound financial basis. The above donations and promises are gratefully acknowledged and further sums, however small, will be thankfully received. Cheques should be made payable to the "Helena May Institute Fund" and may be sent to Mrs. J. H. Kemp at the Law Courts or at No. 3 Gomes Villas Kowloon.

TELEGRAMS.

NO MANOEUVRES.

QUESTIONS OF POLICY.

[Reuter's Service To The "Telegraph."]

London, Received February 19.
It is stated there will be no Naval manoeuvres in 1914 on the ground that questions of strategy and policy arising out of the last manoeuvres have still to be determined. Also, it would mean a saving of half a million pounds sterling on the Naval Estimates.

PORTUGUESE ROYALISTS.

THE AMNESTY BILL.

London, Received February 20.
Reuter's Lisbon correspondent states that the amnesty Bill authorises banishment, not exceeding ten years, for some twenty Royalist leaders, including Azevedo-Coatim, Captain Paiva Courceiro, and Colonel Bessa.

A. D. C.

The first performance of the A. D. C.'s centenary production takes place to-morrow night at 8.15 p.m. and is to be repeated on Thursday 26th inst. There can positively only be two performances, owing to the stage being required immediately after the second performance.

The evening will open with "The Privy Council" a charming costume play which gives an insight into the home life of Mr. Peppys. This comprises Meadames Hay, Walter and Worcester and Messrs. Bird, Leo and Salt.

After an interval of fifteen minutes the curtain will rise to Alfred Sutor's interesting play "The Open Door" which will be enacted by Mrs. Somerville Dobbie and Mr. W. Siegler. For this play a very elaborate library scene has been specially built by Messrs. Lane Crawford & Co. The programme will conclude with that amusing kitchen episode "Between the Soup and the Savoury" in which Meadames Hay, Walter and Worcester will appear. In this we shall be transported for the nonce to a real home-made kitchen, with a real cook, a real parlourmaid and a real kitchenmaid.

A special souvenir programme, marking the A.D.C.'s centenary, with notes on the Club's past achievements will be given away on both nights.

GOVERNMENT HOUSE BALL.

(Continued from Page 5.)

A. Powlett, Mr. E. L. Paske, Mr. C. Pemberton, Comdr. C. Peel, Mrs. Clifford Parsons, Capt. De L. W. Plessy, Mr. and Mrs. A. T. Parnet, Mr. E. D. V. Parr, Mr. F. S. Parsons, Mr. P. O. Hutton-Potts, Mr. S. S. Perkins, Mr. and Mrs. Eldon Potter, Rev. and Mrs. N. C. Pope, Mr. and Mrs. J. E. Pearce, Mr. and Mrs. T. Petrie, Miss Parkinson, Major Price Peacock, Lt. Pope, Miss Pearson, Lt. Pay, Pearson, Mr. G. H. Potts, Lt. Col. G. Pereira, Major Palmer, Lt. G. Phillimore, Dr. W. W. Pearce, Lt. W. Wyndham-Quin, Mrs. Quinn, Mr. A. J. W. Roser, Mr. Robert, Mr. and Mrs. J. H. de Reuz, Mr. H. O. Ridges, Mr. E. A. Ram, Mr. S. C. Reso, Car Rogers, Comdr. and Mrs. Rutherford, Mr. and Mrs. John Robertson, Capt. Mrs. and Miss T. A. Robertson, Miss Rowe, Mr. and Mrs. J. W. Taylor.

TELEGRAMS.

BRITISH EAST AFRICA.

TROUBLE ON FRONTIER.

[Reuter's Service To The "Telegraph."]

London, Received February 20.
Reuter's correspondent at Mombasa states that owing to the disturbances on the northern frontier of British East Africa four hundred extra troops have embarked for Kisumu.

REVOLUTION IN PERU.

EX-PRESIDENT EXILED.

London, Received February 19.
Reuter's correspondent at Lima states that Mr. Billinghurst, ex-President of the Peruvian Republic, his son, and the ex-minister of the Interior have been exiled on board a cruiser which is proceeding to Panama.

Mrs. A. Ritchie, Mrs. E. M. Paymont, Mrs. Romano, Mrs. and Miss Rozaio, Mr. and Mrs. J. Read, Capt. and Mrs. O. B. Riley, Mr. and Mrs. the Misses Rodger, Mr. and Mrs. Fenton Roan, Mr. Leslie Ross, Mr. H. G. Rouse, Mr. J. B. Reynolds, Mr. W. R. Rigden, Mr. and Mrs. Parker Rees, Mr. Pen-beth Rows, Col. Radcliffe, Lt. Payr, and Mr. and Mrs. O. Ramsey, Mr. J. Robinson, Mr. Rowan-Shaw, Mr. D. v. Stevenson, Dr. T. Smart, Capt. and Mrs. E. T. Ginger, Mr. Crowther Smith, Mrs. G. Stone, Dr. Alice D. Sibree, Mr. Slater, Mr. Grant Smith, Miss Skipton, Mr. and Mrs. G. E. Stewart, Mr. M. S. Sassoon, Mr. and Mrs. Max Steger, Mrs. George Sacks, Mr. W. Stallsmith, Capt. and Mrs. F. O. Sanderson, Mr. E. G. Stewart, Rev. A. L. Stewart, and Miss Stewart, Mr. and Mrs. A. S. Sorenan, Mr. G. Stone, Hon. Mr. Claud Severn, Dr. and Mrs. Small, Mr. and Mrs. N. J. Stabb, Capt. Streetfield, Mr. and Mrs. E. Shellim, Prof. Mrs. and Miss Middleton Smith, Mr. N. L. Smith, Mr. and Mrs. Oram Sheppard, Mr. H. Souvey, Mr. M. J. D. Stephens, Mr. H. A. Siebs, Mr. and Mrs. J. M. P. Silva, Capt. P. L. Swainson, Dr. and Mrs. Saunders, Dr. F. and Mrs. Stedman, Mr. M. Spencer, Maj. Simon, Lt. Col. and Mrs. Usher-Smith, Mr. and Mrs. A. E. W. Salt, Lt. and Mrs. J. D. Sharp, Miss Sloan, Capt. and Mrs. Stericker, Mr. and Mrs. Schroter, Mr. A. Findlay Smith, Mrs. E. Sykes, Supt. F. L. Smith, Mr. and Mrs. G. B. Sawyer, Mr. and Mrs. E. Stanford, Capt. W. Hattersley Smith, Mr. and Mrs. Sandercock, Mr. L. Scott, Mr. E. J. Sussman, Maj. and Mrs. E. S. Stewart, Capt. C. W. Steel, Mr. W. Geigler, Capt. and Mrs. P. D. Seaton, Mr. J. P. Scott, Mr. and Mrs. H. J. B. Smith, Capt. Carlton, Mr. and Mrs. A. Seth, Miss Skull, Flt.-Surg. Stalkart, Mr. and Mrs. Murray Scott, Lt. A. Sussmann, Mr. G. W. Swell, Mr. W. L. Smith, Mr. G. W. Combie, Mr. E. B. Struthers, Comdr. C. Seymour, Mr. R. Smyth, Flt.-Snr. Showard, Paymaster. Sid-dale, Mr. J. R. Sayer, Capt. O. S. Skrimshire, Sir Haviland and Lady de Saumarez, Mr. and E. K. Shaw, Mr. and Mrs. W. J. Tatcher, Miss Bird, Lt. and Mrs. F. H. Thomas, Lt. Col. Tuson, Mr. and Mrs. C. A. Formos-Tomes, Mr. A. H. Tomes, Mr. D. W. Tratman, Comdr. and Mrs. Basil Taylor, Hon. Mr. A. M. Thompson, Mr. and Mrs. H. S. Thomas, Mr. A. E. W. Tickle, Major and Mrs. Thompson, Mr. and Mrs. Thompson, Capt. Tyrrell, Mr. H. P. W. Turner, Mr. H. A. Taylor, Capt. and Mrs. Tackaberry, Mr. P. Tester, Mr. and Mrs. G. A. Tiedall, Mr. and Mrs. Templeton, Lieut. Thomas, Mr. and Mrs. J. W. Taylor.

TELEGRAMS.

PANAMA TOLLS.

THE REPEAL CLAUSE.

[Reuter's Service To The "Telegraph."]

London, Received February 20.
Reuter's correspondent at Washington states that a number of prominent senators and representatives, on the invitation of President Wilson, conferred with the latter at the White House regarding the repeal of the Panama tolls (and the exemption clause). From the views subsequently expressed by them, it appears likely that both houses will pass the repeal clause. President Wilson told them that he expected the repeal to be accomplished during the present session.

The Rev. G. E. S. Updell, Miss A. M. Updell.

Chev. Z. Volpicelli, Mr. H. Voltorta, Mr. G. H. Vespundaal, Mr. F. R. Vida.

Mr. G. A. Woodcock, Mr. J. R. Wood, Mr. and Mrs. F. Wintler, Mr. A. E. Wood, Mr. A. G. Warren, M. Wood, Rev. Fr. M. Watson, Mr. David Wood, Mr. H. P. White, Lt. Col. Woodbridge, Mr. and Mrs. E. T. Williams, Lt. Col. A. D. Watson, Mr. and Mrs. Winslow, Mr. C. Wilson, Mr. C. N. G. Walker, Lt. Comdr. and Mrs. Wilkison, Capt. T. M. Wakefield, Capt. Wood, Miss Willets, Mr. and Mrs. F. Weston, Mr. and Mrs. Worcester, Mr. and Mrs. F. G. White, Lt. Comdr. Boddam Whetham, Capt. R. H. M. Watson, Capt. E. L. D. Whitfield, Capt. C. G. Woodhouse, Miss Wilks, Mr. and Mrs. J. F. Wright, Mr. W. L. Watson, Mrs. A. Watson, Lt. Col. and Mrs. L. B. Walton, Mr. E. T. Walton, Mr. A. G. Wane, Capt. E. B. Ward, Mr. J. D. Wright, Major and Mrs. Wen-born, Mr. C. D. Wilkinson, The Misses Waller, Mr. and Mrs. A. E. Wright, Mr. D. Wood, Mr. and Mrs. E. A. M. Williams, Mr. and Mrs. Wilkie, Mr. P. Wilkie, Mr. C. Wilkie, Miss M. Weber, Baroness G. von Wechman, Mr. F. W. White, Capt. A. F. V. Watson, Mr. and Mrs. J. W. White, Mr. Lindsay Wood, Dr. and Mrs. van Veral, Mr. and Mrs. Douglas Wilson, Mr. and Mrs. J. W. White, Mr. and Mrs. F. Weston, Mr. H. R. Wells, Mr. R. H. Whittall, Mr. W. B. Walker, Mr. L. D. Wordehouse, Lt. William, Mr. and Mrs. Wynberg, Mr. G. H. Wakeman, Mr. S. I. Weber, Baron F. de Weigelsperg, Major C. Wallace, Lt. O. T. Wilson, Lt. G. A. Wilson, The Misses Walter.

SUIT FOR 65 CENTS.

The case in which Alim Khan is suing the Official Administrator for 65 cents was again mentioned in the Summary Court this morning. The plaintiff appeared in person and Mr. P. M. Hodgson, Assistant Crown Solicitor, defended.

Plaintiff:—Will your Lordship fix a day?

The Pusinge Judge:—I can give you nothing earlier than the afternoon of the 4th or 5th.

Mr. Hodgson:—I am afraid that won't suit me, as I have not an afternoon until the 7th. I am engaged in an extradition case until then.

The Pusinge Judge:—Well, this case has been standing over for some time. I could give you Monday the 9th.

Mr. Hodgson:—Yes, my Lord. The hearing was accordingly fixed for that date.

NEWS FOR BUSY MEN.

TELEGRAMS.

CONDENSED.

The widow of the late Robert Louis Stevenson is dead.

The decision to have no naval manoeuvres will mean a saving of £500,000 on the Naval Estimates.

Lord Lansdowne has moved the appointment of a Committee of Enquiry as to the allegations of the Press against Lord Murray.

It is stated that there will be no naval manoeuvres in 1914 on the ground that questions of the last manoeuvres are still to be determined.

An agreement regulating the Anglo-German frontier in the north-west of German East Africa will shortly be submitted to the Reichstag.

The newspapers report that the Kieff boy supposed to have been murdered has been found alive and well at Shitomir. He ran away from home.

Herr Dr. Solf Secretary for the Colonies, said the British Colonies administration might serve as a model for Germany in the reform of the German system.

NEWS.

An official ball was held at Government House last night.

Log book appears on page 6 and general news on page 3.

Our contemporaries appear on page 2 and commercial news on page 9.

An enquiry was held this afternoon into the death of Henry Stephens, formerly a warder at Victoria Gaol.

DON'T FORGET

TO-DAY.

Victoria Theatre—9.15 p.m.

Bijou Theatre—9.15 p.m.

TO-MORROW.

Victoria Theatre—9.15 p.m.

Bijou Theatre—9.15 p.m.

A. D. O. Performance Theatre Royal—9.15 p.m.

Wednesday, February 25.

Hongkong Hotel Shareholders Meeting—12.30 p.m.

Thursday, February 26.

Annual meeting Kowloon Land and Building Co., Ltd.—noon.

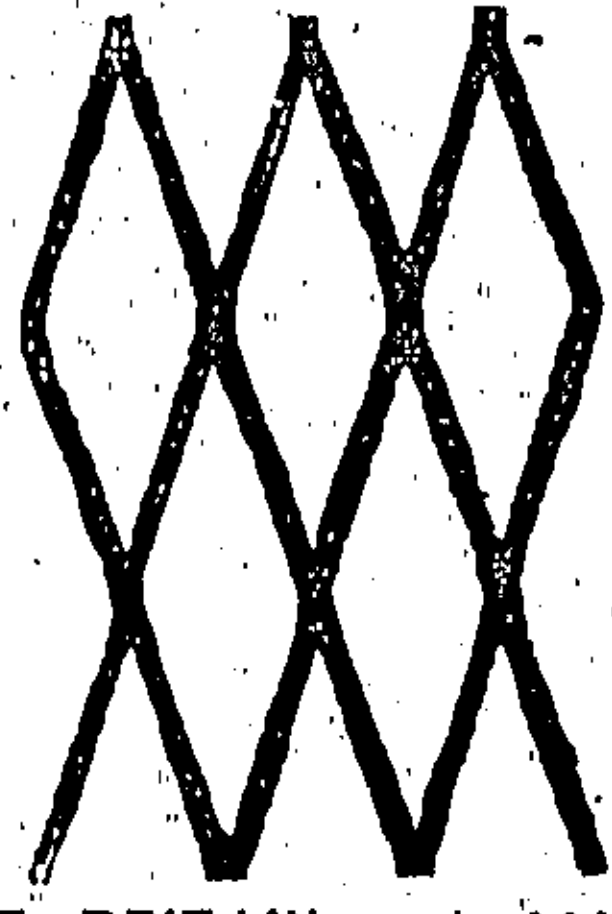
A. D. O. Performance, Theatre Royal—9.15 p.m.

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CAN Be Cured.

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will give you certain, prompt relief and ensure a good night's rest? This, the only genuine cure for Asthma, discovered by Mr. NOBBS, a qualified Chemist, and a sufferer for many years, will, if taken when necessary, effect a radical cure of this erstwhile incurable malady.

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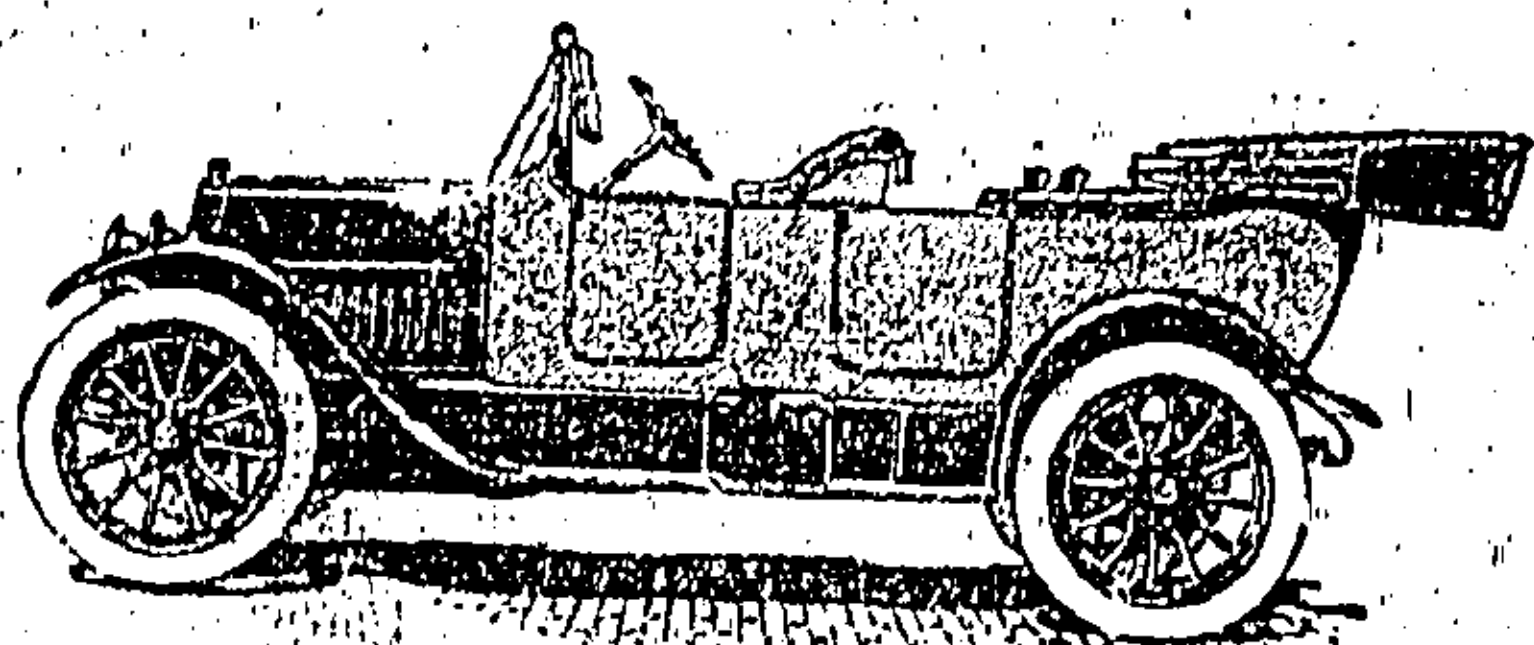
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Hongkong, June 11th, 1913.

Hongkong, 16th August, 1901

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attention to our business and sanitary
arrangements.

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Central Position; Large Airy Rooms; Hot, Cold and Shower Baths;
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MEE CHEUNG.

ART PHOTOGRAPHER

HONGKONG.

TELEPHONE NO. 1013.

Developing, Printing & Enlarging
Hongkong, 18th July, 1913.

Notices

CRUICKSHANK'S COUGH REMEDY.

A Valuable Remedy for Influenza, Colds, Bronchitis, Asthma
and all Diseases of the Chest and Lungs.

PRICE \$1.00 PER BOTTLE.

MARTIN'S MIXTURE.

A Specific for Influenza, Hay Fever, Cold in the Head.

PRICE \$1.00 PER BOTTLE.

VICTORIA DISPENSARY.

WE HAVE RECEIVED INSTRUCTIONS TO SELL IMMEDIATELY AT

PRICES BELOW FACTORY COST

200 GENTLEMEN'S READY TO WEAR
TWEED SUITS

SEASONABLE WEIGHTS, ENGLISH GOODS.

FIRST CLASS CUT AND FINISH.

PRICE FROM \$9.50 TO \$18.00

CALL AND INSPECT THEM.

H. STEPHENS & CO.

16-22, QUEEN'S ROAD CENTRAL.

WE "EXPRESS" TO ANY ADDRESS.

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CLEAR.

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We Forward to All Parts of the World.

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THE OLDEST DISTILLERY IN EUROPE.

THE BEER THAT IS TAKING
HONGKONG BY STORM.SAN MIGUEL DRAUGHT
& BOTTLED BEER.Our Bottled Beer is acknowledged
to be Par Excellence,
ONCE DRUNK ALWAYS DRUNK.

WHOLESALE & RETAIL

MICHAEL & Co., Agents.

Old Post Office Building, Pedder St.

Telephone No.

PETROLE HAHN.

BEAUTIFIES, STRENGTHENS,
AND

INCREASES THE HAIR.

Obtainable:—All Dispen-
saries, Respectable Stores

Wholesale.

MELCHERS & Co.

CONTEMPORARIES

Daily Press.

Vice President Li.

He has always prided himself upon being "a simple soldier and no politician," and out to the military sphere he has done nothing to show that he possesses the qualities of statesmanship which it is necessary that the man should have who is designated to take up the reins of government in the event of the illness or death of the President. Li Yuan-hung has always professed the highest admiration of the President's intellectual capacity and statesmanship, and belittled his own gifts, and it is not improbable that being in closer touch than ever before with the onerous responsibilities of the President's office he is more than ever convinced of his own "limitations" in these respects, and would prefer to give place to a more gifted man. The office of Vice-President, though it may not carry with it the authority and influence which Li Yuan-hung exercised as Commander-in-Chief of the Army at Wu-chang, is one which cannot well be abolished, and in the event of Yuan Shih-kai being "cut down like a flower," Li Yuan-hung, whatever may be his limitations, is his only possible successor in the present state of China if the country would be spared another revolution.

China Mail.

Battleships in Progress of Construction.

Two of the four British battleships launched during the past year belonged to the 1912-13 programme—the Queen Elizabeth, built at Portsmouth Dockyard, and engined by the Wallend Slipway and Engineering Company, Limited, and the Warspite, constructed at Devonport Dockyard, and engined by Messrs. Hawthorn, Leslie and Co., Limited. The other two ships of this class, the Barham, building at Clydebank, and the Valiant, at Fairfield, laid down later, are not likely to be allocated for some little time yet. The two other battleships launched last year—the Boubou from Messrs. Beardmore's yard at Dalmuir and the Emperor of India (formerly the Delhi) from Vickers works at Barrow-in-Furness belong to the 1911-12 programme, and have been delayed by the late date on which the orders were placed, and by short-time keeping by workers. There is a marked difference in the two types; the Queen Elizabeth's are larger, the displacement being 27,500 tons, as compared with 25,000 tons, due, first, to the greater designed speed, 25 knots against 21 knots, which, although in part a result of the use of oil instead of coal and oil, necessitated a greater length of machinery compartments, and, second, to the adoption of eight 15-in. and fourteen 6-in. guns in place of ten 13.5-in. and twelve 6-in. guns.

South China Morning Post.

Corruption in China.

No vortex of politics is so full of possibilities as that at Peking, where officials are seeking to establish some system of Government which will be conducive to permanent peace and lead to the prosperity of the country. Strong measures have been taken during the existence of the Republic to crush sedition, and Li Yuan-hung who have thwarted the efforts of responsible men have received that short shift which for generations has been found so necessary in Oriental countries. Telegraphic news from the Capital leads us to believe that resignations are pending in high quarters. Although no satisfactory explanation is furnished as to the cause of the retirement of ministers, it is possible that the views of officials called to office conflict with those held by the President. Whatever the cause, it is highly regrettable at this stage in the history of China that her administration should continue to be the sport of Fate. Notwithstanding the changes pending, it is gratifying to learn that the spirit of enterprise animates a large and influential section of the people, who have faith in the future of the country.

For a good solid meal a la Carte or Table D'Hôte with Wines & Liquors of the Best
ALEXANDRA CAFE.

GENERAL NEWS.

Lord Reading And The Jews.
Lord Reading, the Lord Chief Justice, who was the guest at the Macabean dinner in London said it was a fallacy to suggest that no member of the Jewish community could become Lord Chancellor, and he hoped the time was not far distant when they would welcome such a personage. Whatever his personal views might have been and whatever criticism had been passed upon him, he felt that he had not lived in vain if he had succeeded in proving the truth of the assertion that perfect religious freedom existed in this country.

£1,000 Hotel Jewel Robbery.
A jewel case, containing gems valued at over £1,000, has been stolen from a visitor at an hotel near Trafalgar-square, W.C. There is no clue to the thief. The police have offered £100 reward for the recovery of the jewels and the apprehension of the robber. The missing articles include a collar of pearls, a platinum brooch set with emeralds and diamonds, a ruby and diamond necklace with two pendants set with diamonds and rubies, two diamond earrings, a gold bangle, a plain gold toilet set bearing the monogram "S.S.", ten gold scarf pins, and six gold links.

80-Foot "Letter Boxes."
Tunnelling is shortly to begin in connection with the construction of the Post Office electric tube railway running east and west across London for the conveyance of mails and parcels. The depth of the tube below street level will be 80 ft. in some places and much less in others. The mails will be sent down in lifts at the stations and transferred by "shoos" into the trucks. Eventually business houses may be connected with the railway so that they may send their mails directly into the tube.

A Lonely Lover.
The Manchester Board of Guardians recently considered a letter from an Englishman in Tientsin, an officer in the Imperial Chinese Customs, asking the board to find him a wife "who would come to China."

"Being a Lancashire lad," he wrote, "all I am looking for is a Lancashire lass, as I hope you will be able to do the best for me with a nice young lady about my own age in the way of making a good wife for a lonely lover out in Tientsin."

Two guardians decided to allow the letter to lie on the table. Revolver Shots in Strike Affray.
Twelve men were charged at Dublin Police Court with riotous assembly, discharging firearms, and assault. It was alleged that they were members of a crowd of strikers who in the early hours attacked a party of fifty free labourers on their way to work. One of the free labourers said he fired several blank cartridges from a revolver, and it was alleged that revolvers were also used by strikers. The prisoners were remanded.

Chain and Padlock Theft.
As he was entering the premises of his employer, Mr. Sidney Headland, manufacturing jeweller, 87, Dorn-street, Soho, a man named Platten was set upon. The other morning by two strangers, who forced him to the ground and snatched his bag containing jewellery valued at £200.

Slamming the street-door behind him, they secured it by means of a chain and padlock to the area railings and thus prevented pursuit. The police have been supplied with a description of the men.
20 Motor-Bombs for the Navy.
Orders have been provisionally placed by the Admiralty for the construction of twenty motor-bombs, 35 ft. long, for the Navy. The orders have been distributed among ten boat-building firms. It is understood that the motor-bomb will eventually supplant the steam pinnace of the Navy.

First War Airman.
The death was reported from New York recently of Mr. C. K. Hamilton, perhaps the first airman to make a reconnaissance flight in warfare. In February 1911 he flew over the Mexican border town of Ciudad Juarez, then besieged by rebels. In June 1910 he won a £2,000 prize for a flight from New York to Philadelphia and back, about 200 miles.

A WOOSUNG SCARE.

German Gunboat the Cause.

Great alarm prevailed at Woosung early on Thursday night last week. Between seven and eight o'clock, by which time darkness had obliterated the coastline, continuous firing was heard as if in the vicinity of the Forts, and widespread fear gained ground that once more trouble had broken out, that another assault had been made on the Forts, and that the district was in for a further spell of strife and anxiety. Although the firing ceased after about an hour the fears of the populace were by no means allayed, and yesterday there were in many signs of nervousness says the N. C. Daily News.

Rumours Rife.
It can readily be understood that at a time like the present the Chinese are by no means in their usual calm frame of mind. Since the conclusion of the rebellion rumours have been rife round about Shanghai of further risings, and only as late as two or three days ago the vernacular Press contained reports of a prospective attack on Kiangnan Arsenal. This has been put down for next Wednesday, but the date is not so far distant, nor is the Arsenal so remote from the Forts, as to make this nothing more than an inaccuracy in an otherwise correct account. Thus when the first sounds of firing were heard about 6.50 p.m. on Thursday, the worst fears appeared to be realized.

The alarm was general all over the district above the Woosung Creek. Those up river came to the conclusion that 9-pounders were at work, and familiar as so many of them were with the noise of fighting, a sharp engagement seemed to be in progress. The firing was rapid, and continued

NERVOUS DISORDERS.

Their Prevention and Cure.

When the nervous system is out of order, we suffer from many disturbing symptoms. Headache, irritability, insomnia, confusion of thought, loss of memory, mental depression, and explosive fits of temper are among the disturbing effects of the condition. Besides these, there are sensations of weakness and easily-induced fatigue, with, possibly, trembling and convulsions.

These symptoms are invariably due to starvation of the nervous system, which has been drained of the phosphorus it needs for health. What is necessary to restore the health is a food rich in phosphorus. The ideal preparation of this kind is Sanatogen, which consists of pure casein chemically combined with that form of phosphorus found in the brain and nervous system.

On this point, Dr. O. W. Saleeby, the eminent medical authority, writes: "When phosphorus is combined with other elements it is a valuable food, and is, indeed, absolutely necessary for life. It has been proved by a large number of scientific experiments that very nearly the whole (93 per cent.) of the phosphorus added to the diet in the form of Sanatogen is absorbed."

Sanatogen can be obtained of all Chemists, in bottles of two sizes.

almost uninterruptedly until shortly after eight o'clock. It then ceased, and nothing further was heard during the night.

Tale of two Legs.
Taking off his wooden leg, a one-legged man in Paris broke a hole in the ice on a canal with it and jumped in to commit suicide, but was saved by a policeman, who clutched his sound leg.

Prepaid Advertisements

ONE CENT PER WORD

FOR EACH INSERTION.

TO LET.

ROGATE. Austin Road, Kowloon; unfurnished.
No. 68 Peak, Mount Kellett. Church Mission Society Bungalow from 1st October, 1913, till 30th May, 1914, partly furnished. Cheap rent.

No. 6 Cameron Villas, No. 59 Peak to let furnished for one year from 1st May, 1914.
"Kellett Crest" No. 66 The Peak, from 1st March, 1914, partly furnished.
No. 19, Shelley Street. One small Godown in Duddell Street.

FOR SALE.
HARTING and ROGATE, on part of Kowloon Inland Lot 1154. "GLENSHIEL" 124 Barker Road, 5 rooms, close to Tram Station.

Apply to
LINSTEAD & DAVIS,
3rd Floor, Alandra Building, Hongkong, 2nd Oct., 1913. [211]

TO LET.—Two room Flats in Kowloon. Suitable for Europeans, in good airy locality. All Modern Conveniences. Terms Moderate. Apply H. RUTTON-JEE, Royal George Hotel, Hongkong, 17th Oct., 1913. [967]

TO LET.—No. 2 Park Road, "Brazo Villa." Airy and comfortable. Garden and Tennis Court. Apply to No. 4, Ripon Terrace, Hongkong, 13th Jan., 1914. [1139]

TO LET.—FOUR-ROOMED HOUSES in Granville Avenue and Salisbury Avenue, Kowloon, Cheap rentals. SHOP with GODOWN attached, Nathan Road, KOWLOON. Kowloon Marine Lot No. 43 with Wharf.

A flat in Humphreys Buildings, Windsor Lodge, Kimberley Road, Kowloon, 6 rooms and Tennis Court.
Apply to—**HUMPHREYS ESTATE & FINANCE CO., LTD.**
Alexandra Buildings.

TO LET.—Furnished for seven months from the first week in March 1914; No. 64, The Peak. Apply to G. M. HARBSTON, Hongkong, 29th Dec., 1913. [1105]

ROYAL GARRISON ARTILLERY.

And Empty Stomachs.

From what I hear, says Truth of January 1, the men of No. 83 Company R.G.A., which is now stationed at Hongkong, have lately done a good deal of work before breakfast on empty stomachs, while their after-breakfast meals are none of the best either as regards quality or quantity. Quite recently after an all-day march out the company got back to cantonments at 7.30 p.m. to a supper consisting of bread and butter and cold tea, with two pigeon's eggs to give a relish to this scanty meal. When Tommy is hungry delicacies of this kind won't satisfy his craving for solid food.

TO LET.

TO LET.—Furnished, Inverdrude, Barker Road, Dining-room, Sittingroom, 4 Bedrooms. In a dryingroom, tennis court &c., 9 months from 4th March. Apply to W. OHATHAM, P.W.D.

TO LET.—from 1st May, 1914, No. 104a, The Peak, furnished. Apply to S. J. DAVID & Co., Prince's Buildings.

TO LET.—OFFICES in King's Building. Apply to **THE HONGKONG LAND INVESTMENT & AGENCY CO., Ltd.**

TO LET.—Furnished, "MODREENAGE," No. 21 East, The Peak, from 1st April. Apply to—**GILMAN & Co., 8a, Des Vaux Road.**

TO LET.—Furnished Flat, Nathan Road, Kowloon, to be let for six months from 1st April. Apply "LINKS" c/o "Hongkong Telegraph."

WANTED.

TO take charge of 2 children at the end of March, temporary (possible permanent) European nurse. Good salary to suitable applicant.—Apply "S." care of "Hongkong Telegraph."

WANTED.—House or flat, unfurnished—Three bedrooms: 1st March—"K" c/o "Hongkong Telegraph."

WANTED LESSONS in German. Replies to Box M. Stating Terms and Address.

FOR SALE.

FOR SALE.—"ALTADENA" No. 130, The Peak. For particulars apply to **GEO. P. LAMBERT.**

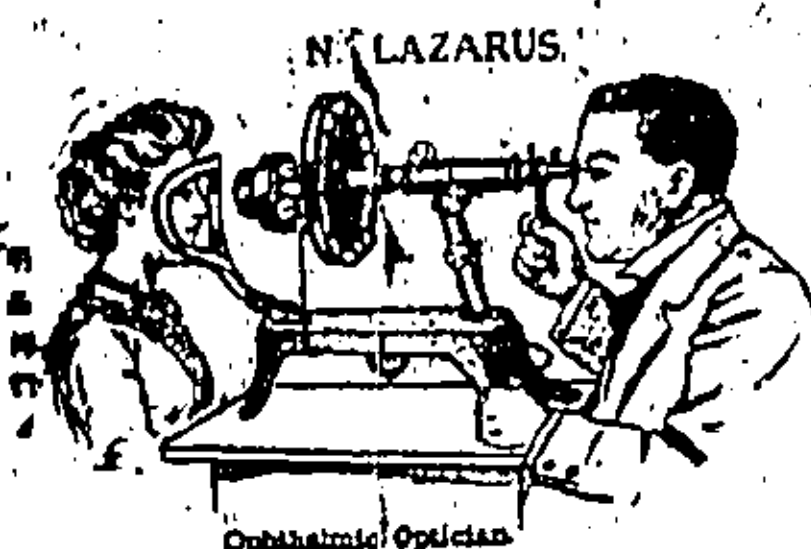
AT THE PEAK.

TO BE SOLD.—A well built house in good situation overlooking the harbour. Suitable for boarding house. Two-thirds purchase money on mortgage. Apply—"O. P. Q." c/o Hongkong Telegraph.

LOST.

LOST. a young crossbred POINTER DOG, brown head and legs, large black patches on body, answers Roger.—Reward if returned to H. Green, No. 2, Queen's Gardens.

Notice



Nothing is more worthy of your consideration than the welfare of your eyes. The trouble that to-day is small and easily remedied, if neglected may get beyond single measures. Be on the safe side and have them examined. No charge for sight testing.

N. LAZARUS,
OPHTHALMIC OPTICIAN.

Tel. 1292. 1A, D'Aguilar St.

QUEEN'S DISPENSARY

IS THE DISPENSARY THAT IS ALWAYS AT YOUR SERVICE.

THIS WEEK'S SPECIALITY.—

BALSAMIC COUGH LINCTUS.

The mild and soothing influence which this preparation has, classifies it among the most valuable of its kind in cases of Cough, Asthma, Bronchitis, Shortness of Breathing, or Difficulty of Expectoration; and while it removes the accumulation of phlegm from the Tonic and Astringent virtues it prevents its formation, and allays irritation of the membrane of the throat and chest, rendering those delicate parts less susceptible to future irritation and disease.

IN BOTTLES \$1.00 & \$1.50 EACH.

Notices



Beautiful Miniatures are now packed in every 50s tin of The "Three Castles" cigarettes and suitable frames can be obtained by returning 25 of the coupons also packed with these well known cigarettes.

SHIRTWEAR

FOR ALL PURPOSES

DRESS SHIRTS \$3.50 EACH,
Best London Makes. 6 FOR \$19.50

TUNIC SHIRTS \$3.00 EACH,
Coloured or White-Soft Fronts. 6 FOR \$16.50

"VIYELLA" SHIRTS \$5.50 EACH,
Unshrinkable. 6 FOR \$30.00

LANE, CRAWFORD & Co.

THE MEDICAL HALL.

Deutsche Apotheke. Pharmacie Internationale

THE IDEAL WASH FOR MOUTH & TEETH

THE HYDROGEN MOUTHWASH

Cleaning, bleaching, disinfecting & refreshing. Can be used as a gargle against all throat troubles. The best preventative against infectious diseases.

PRICE PER BOTTLE \$0.80

MAKE IT A HABIT—USE REGULARLY. IZAL

Perfect sanitation being so necessary for health, disinfection is imperative. Make a practice of using IZAL every day—just a little, diluted with water—pouring it down drains, sinks and w.c.s, and sprinkling it in dustbins or other harbours of filth. Get IZAL, because it positively kills disease germs, stops infection and instantly removes bad smells.

IZAL—the guaranteed disinfectant of unrivalled strength—is the pioneer modern high power germicide. Officially adopted throughout the British Empire. Mixes equally well with salt, brackish or fresh water. Write for Free Booklet—"Practical Disinfection" RULES OF HEALTH. One Gallon of IZAL makes 400 gallons of efficient disinfecting fluid.

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YORK BUILDINGS.

MAPPIN & WEBB, LIMITED.

NEW CONSIGNMENTS STERLING SILVER WARE
PRINCE'S PLATE (Guaranteed for 30 Years). CUTLERY. From the Sole Agents
CHS. J. GAUPP & CO.
ALEXANDRA BUILDINGS, CHATER ROAD

ALWAYS HAVE A TIN OF NESTLE'S MILKFOOD

For use in the NURSERY AND THE SICK ROOM.



Simple to prepare. Easily digested. Obtainable at all Stores.

Write to **NESTLE & ANCO SWISS CONDENSED MILK CO.** P.O. Box 351 for a sample tin and a copy of our pamphlet entitled "Feeding and Care of Infants."



Benger's Food

is prepared for child, invalid, or aged person, with fresh new milk, and in course of preparation, both the Food and the milk are partially digested, as desired.

This unique feature enables Benger's Food to be assimilated under almost all conditions of illness and digestive disorder.

The composition of Benger's Food is known to and approved by Doctors throughout the world.

Benger's Food is sold in tin by Chemists, etc., everywhere. An interesting booklet explaining how Benger's Food is made is sent on request to all Continental, Free from BENGERS FOOD LTD., OTHER WORKS, MANCHESTER, ENG.

NEW YORK: J. & W. McLELLAN, 111, N. 4th St. SYDNEY: J. & W. McLELLAN, 111, Pitt Street. General Agents: J. & W. McLELLAN, 111, N. 4th St. 36, Gabriel Street, MONTREAL, and branches.



It is obvious

that only a scientific, recognised, remedy is worthy of confidence.

Their wonderful efficacy in the relief of pain and their undoubted curative value in headache, toothache, neuralgia, rheumatism, gout, muscular colic etc. explain the success and world wide use by the medical profession of Bayer's Tablets of Aspirin.

Bayer's Tablets of Aspirin
(Original Packaging)

WATSON'S

CARBOLIC TOOTH POWDER

Pleasant to use, CLEANSING and POWERFULLY ANTISEPTIC. Destroys disease germs which invade the mouth, and so PREVENTS GUM DISEASE and DENTAL DECAY. Price 40 cents per large tin.

WATSON'S

PURE CARBOLIC SOAPS

Highly recommended by the Medical Profession for the Bath and Toilet. In three strengths 20%, 10% and 5%.

A. S. WATSON & Co., Ltd.
CHEMISTS & Co.

BY APPOINTMENT TO H. E. THE GOVERNOR.

The object of this paper is to provide information, to serve the public and to give the public a fair and accurate view of the world.

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Cable Address: Telegraph, Hongkong.

Telephone: No. 1 A.B.C., 5th edition Western Union.

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Advertisements and Subscriptions which are not ordered for a fixed period will be continued until countermanded.
(Payable in Advance.)
By Order, "HONGKONG TELEGRAPH."

BIRTH.

CROOK.—On February 19 to Mr. and Mrs. A. H. Crook, of a daughter.

DEATH.

SMITH.—On the 12th February, 1914, at 23 Kungping Road, Shanghai, Amy Edith, daughter of the late Edmund J. Smith, late of I. M. Customs, aged 30 years.

GRAY.—On the 13th February, 1914, at the Victoria Nursing Home, Shanghai, Ernest Walter, son of Capt. & Mrs. James Gray.

PATERSON.—We regret to announce the death of Mr. William Paterson of Broomlands Dumfriesshire who during the years from 1875 to 1886 was a partner in the Firm of Messrs Jardine Matheson and Company.

The Hongkong Telegraph.

HONGKONG, FRIDAY, FEBRUARY 20, 1914.

THE HIGHER EDUCATION PROBLEM.

Now that the schools in the Colony are about to reopen after the recess, it is permitted, with something like timeliness, to return to the old question of secondary education in Hongkong. The matter has been discussed many times, but up till now deeds have never taken the place of words, and there does not seem any immediate prospect of their doing so. Yet it has been clearly manifested, time and again, alike by written and spoken words, that the state of education in the Colony does not satisfy the majority of parents, and it is more than time that it was tackled with something like spirit. Is it to be said of the Colony that it knows what is wrong, sees how the matter could be remedied, and has not energy enough for the task? That is what it seems to amount to.

We are speaking now, of course, of the need for secondary education. It is safe to say that at least half of the European parents in the Colony are anxious to secure for their sons something better than a mere elementary education. As matters stand, if that is to be secured, the parent must send his boy home, although that, in many cases, costs more than he can well afford. He does not care to have his boy ten thousand miles away from him at an age when home influence is most essential for the well-being of the lad, but in the present condition of things that is unavoidable. Here, in this Colony, it is not possible for a boy to receive the same kind of secondary education that he can receive at home, and what secondary education he may receive is not imparted in the same atmosphere. If this were a British Colony where British children were few in number, this state of matters could be understood, but it is a Colony where hundreds of European children live and deserve a better education than is possible for them to receive.

It seems to us that it is for the parents of the Colony to exert themselves in this matter. If they are waiting to have done for them what they should do for themselves, they are acting worse than foolishly. They are wilfully negligent. If British boys here are to be educated in something like the same atmosphere as did their fathers, and inspired by something like the same traditions, an all-British higher school should be provided; but not at the expense of the rate payers. If the Colony could find the money for a University it can surely find it for a school where British boys shall receive such an education as they deserve. All that is wanted is to have the matter tackled energetically by those who are primarily interested.

DAY BY DAY.

IT IS ONLY A POOR SPORT OF HAPPINESS THAT COULD EVER COME BY CARING VERY MUCH ABOUT OUR OWN NARROW PLEASURES. WE CAN ONLY HAVE THE HIGHEST HAPPINESS BY HAVING WIDE THOUGHTS, AND MUCH FEELING FOR THE REST OF THE WORLD AS WELL AS OURSELVES. AND THIS SORT OF HAPPINESS OFTEN BRINGS SO MUCH PAIN WITH IT THAT WE CAN ONLY TELL IT FROM PAIN BY ITS BEING WHAT WE WOULD CHOOSE BEFORE EVERYTHING ELSE, BECAUSE OUR SOULS SEE IT IS GOOD.—E.H.H.

The Mails.
Siberian Mail.—Due per a.s. Lingchow to-day.
Australasian Mail.—Closes per a.s. Prinz Waldemar at 8 a.m. to-morrow.
Australasian Mail.—Due per a.s. St. Albans to-morrow.
Siberian Mail.—Closes per a.s. Foochow at 5 p.m. to-morrow.

Supposed Case of Rabies.
The Police shot a dog yesterday in Gage Street. It was supposed to be suffering from rabies.

New Bank Premises.
The new premises of the Deutsche Asiatische Bank at 7 Queen's Road Central will be opened for business in Monday.

Stolen Brass Ports.
The master of the s.s. Suisang; Captain Simpson, reports to the Police that there has been stolen from his vessel, while lying near Kowloon Dock, ten brass scuttle ports.

Disobeyed the Order.
A Chinese who disobeyed an order of banishment was sent to prison for six months and ordered four hours' stocks by Mr. Hazeland at the Police Court this morning.

Revolver Possession.
For being in possession of two revolvers and 800 rounds of ammunition a Chinese named So Chi-shung was fined \$500 by Mr. Hazeland at the Police Court this morning.

Trams Held Up.
Yesterday three trams were held up at West Point through a truck getting into the tram lines, and passengers were put to some inconvenience. Mr. Hazeland at the Police Court, this morning, fined the man in charge of the truck \$17.

Shopkeeper's Loss.
A shopkeeper living at 184 Des Voeux Road West reports to the police that someone stole from a show case outside of his shop yesterday two rolls of clothing value \$60 and ten pairs of shoes value \$26.

Trouble on the Tram.
A Chinese who created some trouble on a tramcar yesterday, who refused to pay his fare or to travel inside, wound up by assaulting the conductor or. He was fined fifteen dollars in all at the Police Court this morning.

New Territory Affairs.
About half past two yesterday a Chinese was seized by a shopkeeper in Sha Lo-wang village, in the Tai O district. The shopkeeper alleged that the man was guilty of larceny of clothing and an Indian constable took him to the station. There he complained that he had been assaulted by the shopkeeper. Later in the day he died. The shopkeeper has been arrested on a charge of manslaughter.

Rubber.

London, February, 11.
The quotation for Para Rubber, Fine, Hard, Cane, February and March, is 3s. 2 1/2d. sellers. The tone of the rubber share market is firm. The total quantity sold at the Mining Lane auction was 1,100 tons. The tone of the auction was firm.
The following were the courses of values:—
Straits Finest Smoked Sheet Lowest Price 2s. 7 1/2d.
Straits Finest Smoked Sheet Highest Price 2s. 8 1/2d.
Straits Finest Unsmoked Crepe Lowest Price 2s. 6 1/2d.
Straits Finest Unsmoked Crepe Highest Price 2s. 7 1/2d.

THE POLICE ATTACKED

Number of Indian said to be Detained.

Stringent enquiry is still being made into the attack on the Police near Lo Lung-hang valley. It will be remembered that as the result of an attack by Indian soldiers, following an arrest for gambling, one European constable had his collar bone broken and others were injured.
We understand that a parade of the regiment—the 120th Baluchis—was made yesterday and other enquiries were made. No official statement has been made, but it is stated that some seven men are now in custody and that further developments are expected.

GAOL WARDEN'S SUI IDE

Enquiry Held this Afternoon.

Mr. Hazeland this afternoon held an enquiry into the circumstances attending the death of Henry Stephens, aged 23 an ex-warder at Victoria Gaol who was found hanging from a tree on the hillside at Wanchai on February 4.

The jury was composed as follows:—Mr. R. Henderson, Mr. Mason Lakin, Mr. Allan J. Bussey.

Dr. Macfarlane said that he made a post mortem examination of the deceased on February 5. There was a deep mark of the ligature round the neck. The cause of death, in his opinion, was asphyxia due to strangulation.

Dr. Koek said that deceased was admitted to the lunatic asylum on January 14 last. He was kept under observation till the 20th, but no signs of insanity showed themselves and he was transferred to the Government Civil Hospital on that date and was finally discharged on the 22nd. Witness said he had been informed that deceased had previously attempted to commit suicide but deceased told him he remembered nothing about it. Deceased was morose and sullen but showed no delusions or other signs pointing to insanity.

J.W. Fraunce, assistant superintendent of Victoria Gaol said that deceased at the time of his death had been retired on medical grounds and was not a warder. He was allowed to live in the quarters. He was retired because he was thought undesirable to have in the prison service an officer who was liable to fits.

A verdict of suicide while of unsound mind was returned.

INTERM DIVIDEND.

Indo China Steam Navigation Co., Ltd.

We are informed by Messrs Jardine Matheson & Co. Ltd., the General Managers of the above Company, that they have received a telegram from the Board of Directors in London declaring an interim dividend on Preference Shares of 3 per cent, payable on 28th inst. The Books of the Company will be closed from Monday the 23rd inst., to Saturday the 28th inst., both days inclusive.

SOLICITOR'S GARB.

No Recognition Without the Black Cat.

It was settling day at the Summary Court this morning, and in one of the many cases called Mr. D. V. Stevenson, of Messrs Deacon, Looker, Deacon and Harston, appeared. He wore his gown, but had not the customary black coat underneath, being attired in a light grey suit.

The Police Judge (Mr. Justice Gompertz) intimated that he was afraid he could not recognise Mr. Stevenson as he had no black coat, and he had better appear by some one else.
Mr. Gardiner accordingly appeared on Mr. Stevenson's behalf.

SHEWAN TOMES & CO.

Partnership Dispute: Appeal on Dissolution Action.

Yesterday the Full Court of Appeal, consisting of Sir Haviland de Sausmarez, president, the Chief Justice, Sir W. Rees Davies, and the Puisne Judge Mr. Justice Gompertz, resumed the hearing of the motion of appeal, in which Charles Alexander Tomes is the appellant and Robert Shewan the respondent, that the Court be moved by counsel on behalf of the appellant for an order that the judgment dated the 26th day of January, 1914, of His Honour the Chief Justice on the hearing of the summons dated 4th October 1913, and the order (if any) signed pursuant thereto, be reversed and that it may be adjudged that the appellant is entitled to have the business of the firm of Shewan Tomes and Company sold as a going concern; and for an order that the respondent pay to the appellant the costs occasioned by this appeal, and for such further or other order as the Court may think fit.

In the original action the plaintiff was Charles Alexander Tomes, merchant, and the defendant Robert Shewan, merchant. The claim was as follows:—

1. That the partnership between the plaintiff and the defendant under the style of Shewan, Tomes and Company be wound up.
2. That an account be taken of the partnership dealings between the plaintiff and the defendant.
3. Payment to the plaintiff of the sum found to be due to him on the taking of such account.
4. The appointment of a Receiver.

5. Costs.
6. Further and other relief.

The action was dismissed by the Chief Justice in Chambers on January 26, but general liberty was given to apply on the summons.

Mr. C. G. Alabaster and Mr. E. C. Jenkin, instructed by Mr. Wilkinson of Messrs. Wilkinson and Grist, appeared for the appellant, and Mr. E. H. Sharp, K.C., and Mr. Eldon Potter, instructed by Mr. J. Scott Harston, of Messrs. Deacon, Looker, Deacon and Harston for the respondent.

The President: Isn't there generally in such a contract the provision for the retirement of the managing director or manager on notice being given?

Mr. Jenkin: I have no doubt there is my Lord.

The Chief Justice: It is in the articles.

Mr. Jenkin: Yes sometimes in articles, sometimes on the contract and I think on some it is said that may be so on giving a certain amount of notice. Now my Lords the next stage.

The Chief Justice: In contracts?

Mr. Alabaster: We have had the articles of association of various companies here, but they are not in.

Mr. Sharp: I don't object to these going in if it will assist your Lordships.

Mr. Alabaster: They are not in. I was going to say so I cannot go on.

Mr. Sharp: We don't object. Mr. Alabaster: We have here articles of association of various companies and with the other side's permission I will put them in.

The President: Any objection? Mr. Sharp: No, no objection at all.

The President: My experience is of companies mainly composed of Chinese.

Mr. Jenkin: If your Lordships desire any more of this memoranda we have plenty of them, but not here.

The President: A general manager shall be able to withdraw from the management on giving notice in writing of the intention to withdraw. Is that what you mean—is that the case?

Mr. Jenkin: Yes.

The President: By consent; without presumably the company would be entitled to damages in lieu of notice. It would be debt?

Mr. Jenkin: Yes. Now even in these various forms of what I venture to call hardship, what have we on the other side. What possible benefit is the defendant going to get by the sale piecemeal so

far as I can see will get none. He stands to lose just as we do by the sale which doesn't include the sale of the right of succession. I cannot conceive I frankly say I cannot conceive any possible benefit by having it sold in the way he directs. If there are two ways open and one beneficial to both parties, the other not beneficial to both parties, I trust your Lordships will adopt the construction which benefits both. There is another point on which I wish to address myself and it is this. Clause 13 of the articles of the agreement is inapplicable because it is a partnership at will.

The Chief Justice: What Clause?

Mr. Jenkin: The retirement clause. Retirement a clause in the agreement which I think has been put quite clear. The Chief Justice says this. Their argument is you must, if you want goodwill go under the other clause. If it is true the clause is inapplicable it follows at the present moment neither of the partners if they want the goodwill can get it in any event. They couldn't get it under 13 because it is inapplicable, under the last clause because the learned Chief Justice says that clause will not permit it. The result therefore is that at this age after the partnership has been carried on for these years, and after the partners have placed a very high figure on this goodwill, neither party can possibly get it now even if he wanted it, notice or no notice. Now my Lords on the inapplicability of clause 13—the partnership at will, and the present partnership, first I give your Lordships the case of Neilson and the Moss End Iron Company II Appeal Cases, 289. My Lords in that case the article under construction was this:—The clauses of the contract of partnership drafted three months before (Quoted Clauses). That goes on to deal with the mode the assets shall be valued and the division that shall take place. This was an application to have the Moss End Iron Company wound up and the partnership assets sold and divided amongst the partners one partner to have his share sold out. Neilson and Company agreed to have it wound up and the assets shared among themselves. This was objected to in these words (quoting the case).

Mr. Jenkin quoted Lords Selborne and Watson on pages 305 and 311 respectively.

The Chief Justice:—I had an idea that the position taken up was that when the partnership had expired upon the effluxion of time it became a partnership at will, subject to such terms as are applicable.

Mr. Jenkin:—Yes.

The Chief Justice:—And it is now strictly a partnership at will and if either partner likes he can give twelve months' notice as he is entitled to do.

Mr. Jenkin:—I was quoting to show clauses that cannot be applied to partnership at will.

The President: How is it a partnership at will?

Mr. Jenkin:—Under the partnership agreement of 1896 the period was to be ten years. That term expired in 1906 and the partnership has been simply carried on.

The President:—From year to year?

Mr. Jenkin:—Well, from day to day.

The President:—So that either partner is entitled to give notice?

Mr. Jenkin:—Yes, exactly; at any moment.

The President:—Then that is inconsistent with clause 13 which provides for twelve months' notice?

Mr. Jenkin:—Quite so; that is my argument.

Mr. Sharp:—As I understood it, my Lord, that was the way they put it in their case below.

The Chief Justice:—The partnership expires by the effluxion of time and becomes a partnership at will?

Mr. Sharp:—The position they took up was that it is now a partnership at will except so far as necessarily modified by becoming a partnership at will.

The President:—It strikes me as being relevant to one of the arguments that the old clause 13, giving twelve months' notice breaking up the partnership, applies to these local Agencies of

GOVERNMENT HOUSE BALL.

Brilliant Function Last Evening.

The official ball at Government House last night was a brilliant success. The arrangements for the function, down to the most minor detail, were complete and careful. Mention must first be made of the scheme of decoration. Outside and inside the House it had been carried out with a fine eye to colour and effect. Hundreds of Chinese lanterns, illuminated the lawn, but it was on entering the House itself that the wealth of decoration was most fully recognised. Everywhere the arrangement of flowers, palms, ferns, flags, bunting and the like had been carried out in most artistic fashion. The flags, by the way, were lent by the flagship Minotaur.

What was especially noticeable was that the colours of carpets and bunting and flowers, blended so deftly and harmoniously as to form a most artistic picture. There was not a note which was unpleasant in the least degree. In the main hall, the verandah, and the supper-room the decorations especially were profuse. In the supper room were a dozen tables and the effect of baskets of begonias hung over the table, of marguerites and strings of begonias on the tables and of the usual table settings was peculiarly striking.

The ball-room itself was a memorable scene while dancing was at its height, naval and military uniforms, the toilettes of the ladies, the more dull dresses of the male civilian guests, mingled and moved, and rendered such a flashing of colours as is seldom to be seen. At the far end of the ball-room seats were provided on a raised dais for His Excellency, the Governor, and Lady May, Major-General and Mrs. Kelly, Admiral and Lady Jerram and Commodore and Mrs. Austruther. Above the dais was a fine portrait of King George IV.

Supper was served in the main supper room on the ground floor and in marquees on the lawn which were made additionally attractive by pot plants and bunting. Those who did not dance had their wants carefully anticipated. The billiard room and verandah had been transformed into smoking rooms where a game of cards could be enjoyed. Light refreshments were also served in the dinner-room. It might be remarked that in order to see that every guest was carefully attended to Mr. Collett of the U. P. R. steamer Empress of Japan had some forty "boys" under his charge.

The decorations were carried out by the Botanical and Forestry Department under the superintendence of Mr. J. Tutohor, F.L.S., assisted by Mr. H. Green, Assistant Superintendent. The electrical effects were arranged by the Public Works Department under the supervision of Mr. R. J. Stevenson.

For those who sought escape for a time from the ball-room there were many attractive little corners where a quiet chat could be enjoyed under ideal conditions.

The guests were received by His Excellency and Lady May and the ball opened with the official lancers in which the following ladies and gentlemen took part:—His Excellency the Governor and Mrs. Kelly, Admiral Sir T. H. Jerram and Lady May, Major-General F. H. Kelly and Lady de Sausmarez, Sir Haviland de Sausmarez and Mrs. Bucknill, Commodore Austruther and Mrs. Chatham, Hon. Mr. Oland Severn and Mrs. Messer, Hon. Mr. Bucknill and Mrs. Pollock, Hon. Mr. Chatham and Mrs. Landale.

Music for the dances was supplied by the D. O. L. band under Bandmaster Roberts. There were sixteen dances and supper was served mid way through. The menu was as follows:—Mayonnaise of Lobster, Galantine of Capon, Shanghai Game Pie, Pate de Strasbourg, Turkey and Ham, Roast Chicken and Ham.

(Continued on an Extra.)

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Empress of Japan	5th Mar.	Monteagle	8th April.
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S.S. "Dunera," 5,388 tons, Capt. Dickinson, will be despatched for YOKOHAMA, KOBE & MOJI on 28th Feb.

WESTWARD.

S.S. "Torilla," 5,203 tons, Capt. Swanson, R.N.R. will be despatched for SINGAPORE, PENANG & CALCUTTA on 23rd Feb.

S.S. "Dilwara," 5,378 tons, Capt. Ramago, R.N.R. will be despatched as above on 28th Feb.

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Hongkong, Feb. 20th, 1914.

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OUTWARD

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Assyria	3rd Mar.	Uckermark	5th Apr.
Hoerde	17th Mar.	Sambila	25th Apr.
Seudmark	18th Mar.		

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Suevia	Sachsen
For Marseilles, Havre & Hamburg:	For Havre & Hamburg:
Silfonia	Scandia
For M'les, H're, R'dam & Hamburg:	For Dunkirk & Hamburg:
Bermuda	Aragonia
For Havre, Emden, & Hamburg:	For Havre Emden & Hamburg:
Spezia	Assyria
For Bremen, Hamburg & Antwerp:	For Victoria, V'vor S'tle & P. (Or.)
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Destination.	Steamers.	Sailing Date
MARSEILLES, LONDON & ANTWERP, via Singapore, Malacca, Penang, Colombo, Suez, and Port Said.	Iyo Maru Capt. Hirano T. 12,500 Hirano Maru Capt. Fraser T. 16,000	WEDNES, 25th Feb. at 10 a.m. WEDNES, 11th Mar. at 10 a.m.
VICTORIA, B.C., and SEATTLE, via Shanghai, Moji, Kobe, Yokohama, and Yokohama.	Aki Maru Capt. Noma T. 12,500 Sado Maru Capt. Asakawa T. 12,500	TUES, 24th Feb. at noon. TUESDAY, 10th Mar. at noon.
SYDNEY & MELBOURNE, via Manila, Surabaya, Townsville, and Brisbane.	Kumano Maru Capt. K. Soyeda T. 9,300 Tango Maru Capt. T. Sekino T. 13,500	WEDNES, 11th Mar. at noon. WEDNES, 8th Apr. at noon.
CALCUTTA, via Spore, Penang, and Rangoon.	Sanuki Maru Capt. Deguchi T. 12,500	MONDAY, 23rd Feb.
BOMBAY via Singapore and Colombo.	Colombo Maru Capt. Kawachima T. 5,000	SUNDAY, 1st Mar.
KOBE & Yokohama.	Kamo Maru Capt. Kawara T. 16,000	THURS, 26th Feb. at 11 a.m.
NAGASAKI, Kobe, and Yokohama.	Tango Maru Capt. Sekino T. 13,500	WED, 11th Mar. at 11 a.m.
SHANGHAI, Moji, and Kobe.	Kawachi Maru Capt. Christiansen T. 12,500	FRIDAY, 27th Feb.
SHANGHAI, Moji, Kobe & Yokohama.	Tosa Maru Capt. Yokohama T. 12,000	FRIDAY, 27th Feb.

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PASSENGER SEASON 1914.

FOR EUROPE.

Iyo Maru	12500 tons	sails Wednesday	25th February.
Hirano	16000	"	11th March
Katori	20000	"	25th
Kamo	16000	"	8th April.
Kashima	20000	"	22nd

FOR AMERICA.

Aki Maru	12500 tons	sails Tuesday	24th January.
Sado	12500	"	10th March
Yokohama	12500	"	24th
Awa	12500	"	7th April.
Shidzuoka	12500	"	21st

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CHINA NAVIGATION
CO., LTD.

SAILINGS SUBJECT TO ALTERATION.

For	Steamers.	To Sail.
SHANGHAI & TSINGTAU.	Foochow	21st Feb. at night
SHANGHAI	Liangchow	24th Feb. at 4 p.m.
MANILA, CEBU & ILOILO.	Tea	24th Feb. at 4 p.m.
HAIPHONG	Sungkiang	25th Feb. at 10 a.m.
SHANGHAI	Luchow	26th Feb. at 4 p.m.
SHANGHAI & TSINGTAU.	Kanchow	28th Feb. at night

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The S.S. Perm, 4,149 R.T., Commander Bakanoff, is expected to arrive here about the 22nd day of February, 1914.

The S.S. Kiev, 5,566 R.T., Commander Stetzky, is expected to arrive here about the 5th day of March, 1914.

The S.S. Vladimir, 5,620 R.T., Commander Kamichansky, is expected to arrive here about the end of March, or beginning of April, 1914.

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The S.S. Yaroslav, 4,494 R.T., Commander Lokhmatoff, is expected to arrive here about the 21st day of March, 1914.

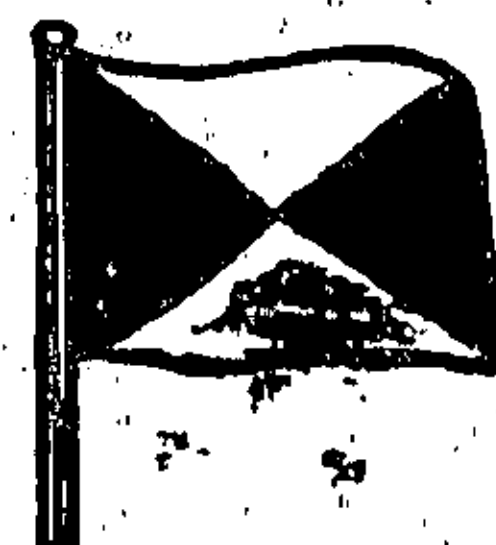
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Zalfo	4000	F. S. McMurray	Manila, Mangarin, Oebu and Iloilo.	TUES., 3rd Mar. 4 p.m.

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Tjibodas	JAVA	1st half Mar.	JAPAN 1st half Mar.
Tjilawong	JAPAN	1st half Mar.	JAVA 1st half Mar.
Tjilaoen	S'HAU	1st half Mar.	JAVA 1st half Mar.
Tjilanoek	JAVA	2nd half Mar.	S'HAU 2nd half Mar.
Tjilanas	JAVA	2nd half Mar.	S'HAU 2nd half Mar.
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Tenyo Maru	22,000	23 knots	Sat., 4th Apr.
Nippon Maru	44,000	18 knots	Wed., 8th
Hongkong Maru	11,000	10 knots	Sat., 25th
Seyo Maru			Sat., 4th

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MAIL SCHEDULE

(SUBJECT TO MODIFICATION)

Steamers.	Arrive Hongkong from Australia.	Leave Hongkong for Australia.
Empire		27th Feb. at 10 a.m.
St. Albans	21st Feb.	20th Mar. at
Eastern	14th Mar.	9th April at

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FOR SWATOW, AMOY AND FOCHOW RETURN.

Steamships.	Captain	Leaving.
Haiching	W. C. Passmore	FRIDAY, 20th Feb. at 11 a.m.
Haitan	J. S. Roach	TUESDAY, 24th Feb. at 11 a.m.

(Occupying 9 to 10 days.)

FOR SWATOW.

Haimun	J. W. Evans	WEDNES, 25th Feb. at 11 a.m.
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Steamers will arrive at and depart from the Co.'s Wharf near Blake Pier.

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[29]

LOG BOOK.

The Unknown Sunday With Seafarers.

The question of Sunday Labour in the Merchant Service is one which has occupied considerable time and attention of the Imperial Merchant Service Guild for some years past. It is scarcely creditable how Sunday is disregarded on board British Ships where there is no law to prevent it as is the case on board ships belonging to other maritime powers. East of Suez Sunday is unknown. The same remark applies to the West Coast of South America as will be seen from a letter just received from an officer serving in a British Steamer trading on the Pacific Coast. In the course of his letter he writes:—"I have but a dim recollection of what Sunday is like in England." It may not seem creditable to you but I have been just one and a half years serving on this Coast, have not had a single Sunday free from labour, Christmas day, Good Friday and Holidays being totally unknown. Yesterday was Christmas Day but we were working for a solid 16 hours."

But if Sundays and holidays are so totally ignored abroad they are gradually becoming unrecognized at home. The week-end in some of the large ports is becoming a favourite period for the purpose of cooling ship and even our leading Naval Port is no exception to the rule as will be seen from the following extract from a letter received by the Secretary of the Imperial Merchant Service Guild:—"We have noticed considerable discussions have taken place from time to time of late on the question of Sunday Labour, particularly in a home port. Now we wish to draw your attention to the case of oil tanks in general. We are at present running on a time charter for the Government with Oil Fuel. Last voyage we went to Portsmouth to discharge and on Sunday we were bunkering, discharging, and ballasting this ship all at the same time, the 1st and 3rd officers being on all day from 6 a.m. to 6 p.m. the 2nd officer from 6 p.m. to 6 a.m. This is the true state of affairs existing in a Naval Port. We also noticed that our was the only vessel where actual work, was being carried on in that port. Under such conditions as those little or no recreation can be had by any of the officers in a so called English port."

New Steamship Service.

A new monthly steamship service to Japan, China and the Philippines is being established under the style of the South Atlantic and Orient Line to serve the ports of New Orleans, Savannah, Port Tampa, Galveston, Pensacola, Mobile and others, under the general management of Fanech, Edge & Co. Beginning with the *Middleham Castle* from Port Tampa and Galveston, from which latter port she sailed in November, the line has dispatched last year two steamers, the *Romero* from Port Tampa and Savannah being the second sailing, to be followed by the *Nieto de Larrinaga* from Galveston. Later on more frequent sailings are contemplated, with an express service from New Orleans to Yokohama via the Panama route. The first steamer in 1914 was the *Shimosa* on January 20, to be followed by other steamers at monthly intervals. The line is backed by the Indra Line, Limited, and the Castle Line, both of Liverpool; the Barber Line and Funch, Edge & Co. of New York, and Messrs. Watts, Watts & Co. of London.

Shipping interests connected with the American-Japanese lines are reported to have decided to reduce freight rates on wheat by 50 cents to \$3 instead of \$3.50 as heretofore, from April 8. They have probably taken this step to hold their own against the encroachment of new lines and tramp ships.

Oysters, Fresh, Fried or Stewed
Findon Haddocks, Kippers &c..
ALEXANDRA CAFE.

Public Auction.

GEO. P. LAMMERT.
AUCTIONEER SHARE & GENERAL BROKER.

PUBLIC AUCTION

A VALUABLE COLLECTION OF ANTIQUE CHINA & CURIOS

(just arrived from the North)
THE Undersigned has received instructions to sell by Public Auction on
THURSDAY, FRIDAY & SATURDAY, the 26th, 27th & 28th, February, 1914 commencing each day at 2.30 p.m.
at his Sales Rooms, Duddell Street,

A Valuable Collection of Antique China and Curios from the Sung to Kienlung Dynasties
Comprising:—5-COLOURED, 3-COLOURED and BLUE and WHITE VASES, PLATES, BOWLS and FIGURES etc. SANG-DE-BŒUF VASES, WHITE "GODDESS OF MERCY" (Ming), FINE CRYSTAL VASES and SNUFF BOTTLES, PORCELAIN and AGATE SNUFF BOTTLES, OLD LACQUERED SCREENS with 5-COLOURED DECORATION, GREEN and RED JADE ORNAMENTS, OLD LACQUERED SCREENS with 5-COLOURED DECORATION and BLACK-WOOD SCREENS with BLUE and WHITE and 5-COLOURED KANGHI and Kienlung PORCELAIN PLAQUES etc., etc.

N.B.—The Undersigned will give a 2-weeks' guarantee as to genuineness of the articles offered.
Catalogue will be issued
On view from TUESDAY, the 24th February.
Terms:—Cash on delivery.

GEO. P. LAMMERT, Auctioneer.

THE Undersigned has received instructions to sell by Public Auction on

FRIDAY, the 20th February, 1914, commencing at 2.30 p.m. at his Sales Rooms, Duddell Street, A Quantity of Valuable Household Furniture, Crockery, cutlery and glass ware, etc.

FANCY MARBLE and BRONZE CLOCKS, BAROGRAPHS, BAROMETERS, CAMERAS, TELESCOPES and HYGROMETER etc., etc.

SEVERAL SECOND HAND & RE-BUILT TYPEWRITERS OF SMITH PREMIER, REMINGTON and VOST MAKES.

2 PIANOLA PIANOS
1 GRAND PIANO
1 COTTAGE PIANO
1 PNEUMATIC TYRE RICK-SHA

and A FEW PIECES OF CANTON BLACKWOOD-WARE.
On view from THURSDAY the 19th February.
Catalogues will be issued.
Terms:—Cash on delivery

GEO. P. LAMMERT, Auctioneer.

Consignee

PACIFIC MAIL STEAMSHIP COMPANY.

NOTICE TO CONSIGNEES

s.s. "KOREA."

From SAN FRANCISCO, JAPAN PORTS, SHANGHAI & MANILA.

The above mentioned vessel having arrived consignees of cargo are hereby notified to send in their bills of lading for counter-signature and take immediate delivery of cargo from the Company's godown at West Point, Cargo will be landed immediately at consignees risk and expense, on that remaining undelivered WEDNESDAY, Feb. 18, 1914, at 5 p.m. landing charges will be collected.

On cargo remaining undelivered MONDAY, February 23, 1914, at noon, in addition to landing charges, storage charges will be collected.

No fire insurance whatever will be effected.
All chafed and otherwise damaged cargo will be examined at the above company's godown SATURDAY, Feb. 21st 1914, at 10 p.m.

No claims will be entertained unless accompanied by short delivery note or list of exceptions taken at the time of delivery to consignees, and signed for and on behalf of the Pacific Mail S.S. Co.

All claims must be filed on or before March 16, 1914, otherwise they will not be recognized.

E. C. MORTON, Agent.

Hongkong, 16th Feb. 1914. [1221]

Don't forget after the Show Supper and Light Refreshments ALEXANDRA CAFE Open Till Midnight.

Consignees

"MONGUL" LINE OF STEAMERS.

NOTICE TO CONSIGNEES.

THE STEAMSHIP "ATHOL," FROM GLASGOW, LIVER POOL & STRAITS.

CONSIGNEES of Cargo are hereby informed that all Goods are being landed at their risk into the Godowns of Holts' Wharf at Kowloon, whence and/or from the wharves delivery may be obtained.

No Claims will be admitted after the Goods have left the Godowns and all Goods remaining undelivered after the 23rd inst., will be subject to rent.

All claims against the Steamer must be presented to the Undersigned on or before the 16th prox., or they will not be recognized. All broken, chafed and damaged Goods are to be left in the Godowns, where they will be examined on the 23rd inst., at 11 a.m.

No Fire Insurance has been effected.
Bills of Lading will be countersigned by

DODWELL & Co. Ltd.

From NEW YORK.

THE H. A. L. Steamship "AMBRIA."

Captain Knitschky, having arrived, Consignees of Cargo are hereby informed that their Goods, with the exception of Opium, Treasure and Valuables, are being landed and stored at their risk into the hazardous and/or extra hazardous Godowns of the Hongkong and Kowloon Wharf and Godown Company, Limited, Kowloon, and West Point Godowns, whence delivery may be obtained.

Optional Cargo will be forwarded on unless information is received from the Consignees before noon to-day requesting it to be landed here.

No claims will be admitted after the Goods have left the Godowns, and all goods remaining undelivered after the 25th of Feb., will be subject to rent.

All broken, chafed, and damaged Goods are to be left in the Godowns, where they will be examined on the 25th of Feb., at 9.30 a.m.

All claims must reach us before the 4th of March, 1914, or they will not be recognized.

No Fire Insurance will be effected.

Bills of Lading will be countersigned by the undersigned.

NORDDEUTSCHER LLOYD, MELCHERS & CO.

Hongkong, 16th Feb. 1914. [1163]

Entertainments

THEATRE ROYAL
100th Production
CITY HALL.
100th Production

ON SATURDAY, FEBRUARY 21ST, AT 9.15 P.M.
ON THURSDAY, " 26TH. }
Under the Patronage of H. E. the Governor and Lady May, and H. E. Major General and Mrs. Kelly.

THE AMATEUR DRAMATIC CLUB

WILL PRESENT
3 EPISODES 3
A PRIVY COUNCIL A Costume Play in one Act by Major Drury and Richard Price.
BETWEEN THE SOUP and THE SAVOURY Kitchen Episode in one Act by Gertrude Jennings.
THE OPEN DOOR a Drawing Room Episode in one Act by Alfred Sutro.
BOOKING AT MOUTRIE'S FROM FEBRUARY 9TH, 11 AT 9 a.m.
PRICES \$3, \$2, \$1. Soldiers & Sailors in uniform half price to \$1 seats.
Hongkong, 2nd February, 1914.

VICTORIA THEATRE.

To-Night 9.15 To-Night

LAST FEW NIGHTS OF

"THE TWO COLLIERS"

A grand change of programme

COMING! COMING!!

THE GREAT PICTURE
ANTONY & CLEOPATRA
8,000 FEET.

BIJOU SCENIC THEATRE.

3 NIGHTS ONLY COMMENCING
WEDNESDAY, FEBRUARY 18th.
PSYCHE

a beautiful legend of Ancient Greece.
LENGTH 3,500 feet.

SATURDAY, FEBRUARY 21st.

THE RENUNCIATION
a magnificent setting Drama of absorbing plot & gripping interest.
LENGTH 5,000 feet.

Consignee

NORDDEUTSCHER LLOYD, BREMEN.

IMPERIAL GERMAN MAIL LINE.

NOTICE TO CONSIGNEES.

THE Steamship

"KLEIST,"

having arrived, Consignees of cargo are hereby informed that their Goods, with the exception of Opium, Treasure and Valuables, are being landed and stored at their risk into the hazardous and/or extra hazardous Godowns of the Hongkong and Kowloon Wharf and Godown Company, Limited, Kowloon, and West Point Godowns, whence delivery may be obtained.

Optional Cargo will be forwarded on unless information is received from the Consignees before noon to-day requesting it to be landed here.

No claims will be admitted after the Goods have left the Godowns, and all goods remaining undelivered after the 25th of Feb., will be subject to rent.

All broken, chafed, and damaged Goods are to be left in the Godowns, where they will be examined on the 25th of Feb., at 9.30 a.m.

All claims must reach us before the 4th of March, 1914, or they will not be recognized.

No Fire Insurance will be effected.

Bills of Lading will be countersigned by the undersigned.

NORDDEUTSCHER LLOYD, MELCHERS & CO.

Hongkong, 16th Feb. 1914. [1163]

Consignee

NORDDEUTSCHER LLOYD, BREMEN.

FREIGHT LINE.

NOTICE TO CONSIGNEES.

THE Steamship

"GOETTINGEN,"

having arrived, Consignees of cargo are hereby informed that their Goods, with the exception of Opium, Treasure and Valuables, are being landed and stored at their risk into the hazardous and/or extra hazardous Godowns of the Hongkong and Kowloon Wharf and Godown Company, Limited, Kowloon, and West Point Godowns, whence delivery may be obtained.

Optional Cargo will be forwarded on unless information is received from the Consignees before noon to-day requesting it to be landed here.

No claims will be admitted after the Goods have left the Godowns, and all goods remaining undelivered after the 25th of Feb., will be subject to rent.

All broken, chafed, and damaged Goods are to be left in the Godowns, where they will be examined on the 25th of Feb., at 11 a.m.

All claims must reach us before the 4th of March, 1914, or they will not be recognized.

No Fire Insurance will be effected.

Bills of Lading will be countersigned by the undersigned.

NORDDEUTSCHER LLOYD, MELCHERS & CO.

Hongkong, 16th Feb. 1914. [1164]

Consignee

AMERICAN-ASIATIC S.S. Co.

NOTICE TO CONSIGNEES.

FROM NEW YORK.

THE Steamship

"KAREMA,"
Captain J. H. Bears, having arrived from the above Port, Consignees of Cargo are hereby informed that their goods are being landed at their risk into the Godowns of the Hongkong and Kowloon Wharf and Godown Company, Limited, Kowloon, and stored at Consignees risk and expense.

All broken, chafed, and damaged goods are to be left in the godowns, where they will be examined on Tuesday, 26th inst., at 10 a.m.

No Claims must be presented within FIFTEEN DAYS of the steamer's arrival here, after which date they cannot be recognized.

No Claims will be admitted after the goods have left the Godowns, and all Goods remaining undelivered after the 26th inst., will be subject to rent.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by

SHEWAN TOMES & Co. General Agents.
Hongkong, 19th Feb. 1914. [1162]

To Sail

THE "INDRA" LINE LTD.

FOR BOSTON & NEW YORK

(with liberty to call at Malabar Coast)

THE Steamship

"INDRADEO"

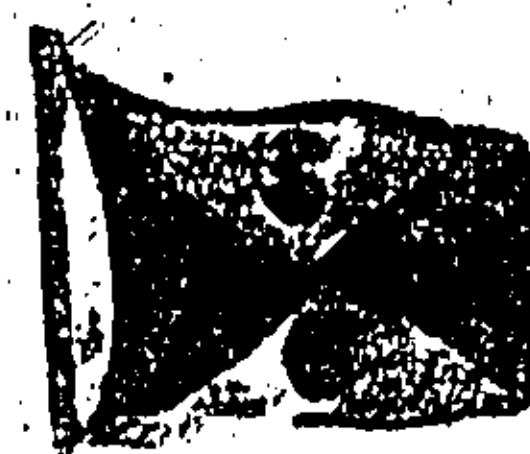
Captain T. R. Evans, will be despatched as above on 10th March. This steamer has excellent accommodation for a limited number of saloon passengers.

For freight and passage apply to

JARDINE, MATTHESON & CO. LTD. Agents.
Telephone No. 215, Sub. Ex. No. 9.

Hongkong, 12th Feb. 1914.

HONGKONG-BOSTON & NEW YORK.



AMERICAN ASIATIC S.S. Co.

For Boston & New York via Port & Suez Canal.
(with liberty to call at the Malabar Coast.)

s.s. "KASAMA"

on or about 25th Feb. 1914.
For freight and further information, apply to

SHEWAN TOMES & Co. General Agents.

HONGKONG & WHAMPOA DOCK CO., LTD.

TELEGRAPHIC ADDRESS: "MANIFESTO" HONGKONG.

Codes Used: A1; A.B.O. Fifth Edition; Engineering, First and Second Edition; Western Union and Watkin's.

Dock Owners, Ship Builders, Marine and Land Engineers, Boiler Makers,

Iron and Brass Founders, Forge Masters, Electricians.

ACETYLENE CUTTING AND WELDING FOR SHIP AND BOILER REPAIR.

Modern up-to-date plant operated by our own specially trained workmen under expert European supervision.

All classes of light Steel work manufactured by the above process.

Tanks, Drums, Ventilators, Pipes, &c., &c.

THE DIMENSIONS OF DOCKS AND SLIPS ARE AS FOLLOWS:—

NAME OF DOCK OR SLIP	LENGTH ON KEEL BLOCKS	ENTRANCE BREADTH	DEPTH OVER BILGE AT ORDINARY SPRING TIDES	SIZE OF TIDE SPRINGS	WEAR,
KOWLOON					
No. 1 Dock, Kowloon	700	18' top 20' bottom	30'	7' 6"	
No. 2 Dock, Kowloon	271'	74'	18' 6"	7' 6"	
No. 3 Dock, Kowloon	244'	40' 3"	14'	7' 6"	
Patent Slip, No. 1 Kowloon	240'	60'	12'	7' 6"	
Patent Slip, No. 2 Kowloon	250'	60'	12'	7' 6"	
TAI-KOK-TSUI					
Commercial Dock	450'	85'	30'	7' 6"	
ABERDEEN					
Harbour Dock	410'	85'	25'	7' 6"	
Lamont Dock	350'	64'	18'	7' 6"	

OFFICE: KOWLOON.

Telephone No. 1 & 2

Please Address Enquiries to the Chief Manager.

R. M. DYER, B.Sc., M.I.N.A. Kowloon Dock, Hongkong.

Telephone No. 30 Hongkong

QUEEN'S BUILDINGS

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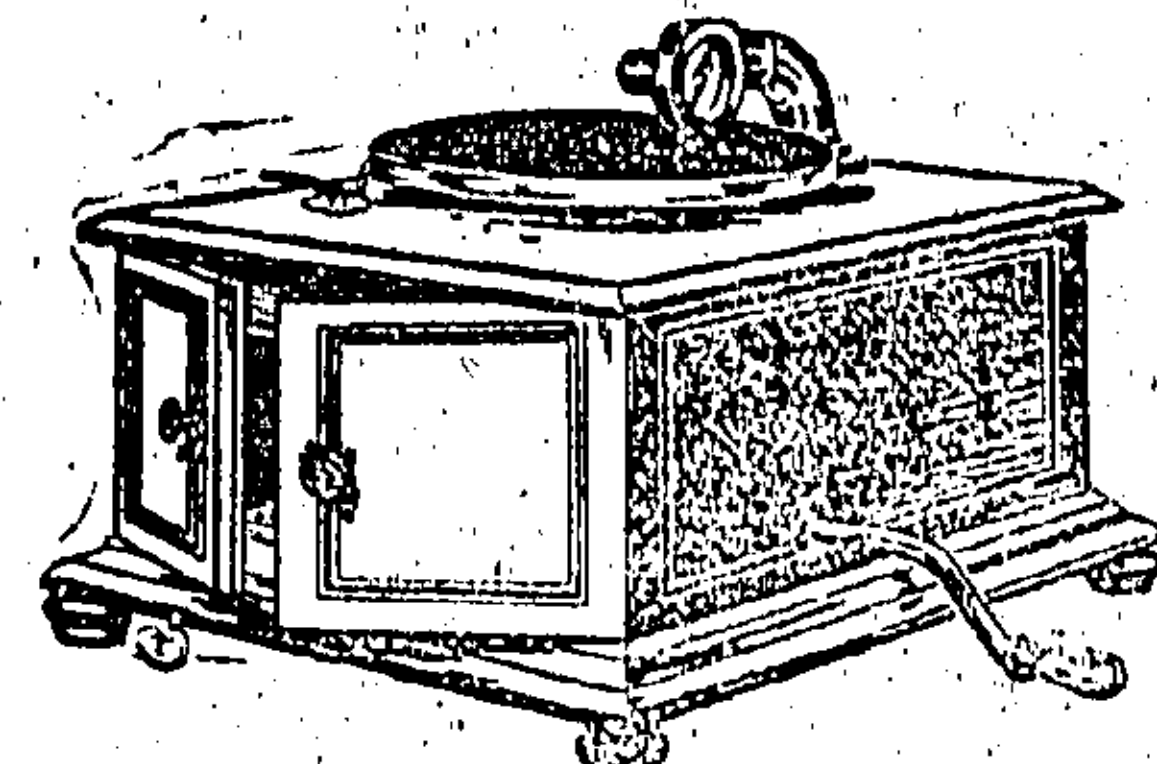
Notices.

ONE OF OUR NEW 1914

HORNLESS GRAMOPHONES

AND SIX DOUBLE SIDED RECORDS OF YOUR OWN CHOICE FOR

\$50.



OAK CASE WITH SOUND GRILLE. SILENT MOTOR CAN BE WOUND WHILST PLAYING. SWAN NECK TONE ARM. ALL PARTS HEAVILY PLATED. PURE & FULL VOLUME OF TONE.

ROBINSON'S

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Pedder Street, (Adjoining Hongkong Hotel Main Entrance)
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SCOTT'S LAST EXPEDITION: VOL. I. The Journals of Capt. Scott. 2.00
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THE BRITISH JOURNAL PHOTOGRAPHIC ALMANACK 1914. 80 cents
THE WINNING POST WINTER ANNUAL. 80 cents
SHARK WINTER ANNUAL. 80 cents
LARGE SELECTION OF NEW SIXPENNY NOVELS. 4 FOR \$1.00.

GEORGE STEIGER.

SAUSAGE FACTORY AND DELICATESSEN STORE.

14, GRESSON ST., PRAYA EAST. (OPPOSITE THE SEAMEN'S INSTITUTE).

ALL KINDS OF SAUSAGES.

FRENCH, ENGLISH AND GERMAN.

IN LARGE OR SMALL QUANTITIES; BEEF AND PORK SAUSAGES, FRESH DAILY; SPECIAL ARRANGEMENTS FOR HOTELS, CANTENS, BOARDING HOUSES.

SHIPS, PICNIC PARTIES, ETC., ETC.



TONIC, RESTORATIVE, DIGESTIVE WINE

Very palatable.

Known throughout the world and prescribed in all cases of Anemia, Debility and Convalescence, to young women, children and the aged. Invaluable in hot climates.

DOSE: One wine-glass after the two principal meals.
Each bottle of genuine V.M. SAINT-RAPHAEL bears, in addition to the registered trade-mark:

(1) The WARRANTY STAMP of the UNION DES FABRICANTS.

(2) A METAL SEAL advertising CLETEAS.

CLETEAS is a MELISSA and MINT cordial which surpasses all others by its purity and faultless preparation. To be taken on a lump of sugar.

COMPAGNIE du VIN SAINT-RAPHAEL, Valence (Drôme-France).

OLDDBOOK MACGREGOR & Co., Hongkong.

THE HONG KONG TELEGRAPH. EXTRA

HONGKONG, FRIDAY, FEBRUARY 20, 1914.

SHEWAN, TOMES & CO.

(Continued from Page 4.)

the Company's because it has to expire at the end of the existing year. One of the clauses also provides for the Agencies and the General Management of the Company terminating at the end of six months. If article 13 exists you get over any difficulty arising out of these Agencies.

Mr. Jenkin:—I say it is not applicable under the authority of these cases. I have quoted. Article 13 cannot apply because there is no terminus from the period of giving notice, and therefore, my Lords, the position in this—that this partnership at will now exists, and so far as the present circumstances are concerned (that is retirement, not death or bankruptcy), it is applicable, by the last clause and by the judgment; only it cannot permit of a sale of this right of succession.

Now, my Lords, we are not concerned with article 13, but when it is clear from the rest of the deed that it was of the first importance to these partners that upon a dissolution or upon a sale there would be a passing of this goodwill at a price it must be obvious that it was the intention of partners that under this clause 15, which would be only applicable under a partnership at will, that it should cover what we are now asking it should cover—the right of succession to these General Managements.

The President:—Can we say that because by the subsequent act of one of the partners, or both of the partners by consent, the partnership becomes a partnership at will that therefore the construction of the deed is to be altered because some of its provisions do not apply to the new circumstances? Must not we go back and see what it means as a whole, and as it stood originally?

Mr. Jenkin:—Undoubtedly, but your Lordships must bear in mind in construing it that the draftsman or the partners must have had in view the present circumstances.

The President:—Why?

Mr. Jenkin:—On the basis that they must have had in view the future. There is no provision in the partnership deed for the partnership becoming partnership at will.

The President:—We assume.

Mr. Jenkin:—You would have to bear in mind that at the end of the term only certain articles would apply, and they would have in mind the state of the law then applying to their firm. If they continued, but there is no agreement to continue.

The Chief Justice:—The usual thing is to endorse the articles of partnership in some such way as—“These articles are in force another three years.” That is the usual thing.

Mr. Jenkin:—There is another small point I would like to bring forward, and it is this:—Taking article 13, which I take it merely covers retirement and not death or bankruptcy, I am going to submit to your Lordships that the constant use throughout the deed of the word “property” as such wherever it appears, is intended that it should include goodwill. Now, my Lords, in article 13 it provides that in such a case the other partner shall be at liberty to purchase the share of the retiring partner in the partnership business and property “and in the goodwill.” Your Lordships referred to that earlier in the course of this hearing, to the use of the words “and goodwill.” But your Lordships attention was not drawn to the succeeding word “thereof.” It reads “and in the goodwill thereof.” That, of course, makes it clear that in this passage the draftsman has in mind and intends that the word “property” shall include goodwill, because “thereof” is only referable back to the business and the property. Now, my

Lords, at the end of paragraph 13 is a provision with regard to the price. It says that the price to be paid by the purchaser for the share of the retiring partner in the goodwill and property “other than goodwill” shall be ascertained, and so on. There he again clearly shows that he intended that property should include goodwill. He excludes it and includes it in clause 13 purely because it was necessary to do it in order to have it valued. Now, my Lords, having made it clear in that part, other parts of the deed that he intends property shall include goodwill, he again refers to the word property in clause 15, the last clause, where he makes use of the same word and where it is not limited as in the earlier part, clause 13. I submit that the word property in clause 15 must be taken to include goodwill. Having excluded in clause 13 goodwill from property because it was necessary to do so for purposes of valuation, if he had intended to do as suggested in clause 15 he would have equally specifically referred to it and included it.

Mr. Sharp's Address

Mr. Sharp: As your Lordships please, before dealing seriatim with the many points which I think as both parties put it has conceived the case raised here for your Lordships' decision. I direct your Lordships' attention to one clause. In fact as there are few things I shall have to direct your attention that have not been referred to, but I will deal with many of them, but I think this was not referred to. To establish the preliminary point which I gather from your observations already in your minds—to establish firmly the preliminary point whether the partners have agreed upon any course, put an authority. It is not opened to this Court to consider at all, or to consider whether it is this course or whether some other course may possibly be in the opinion of the Court the more advantageous. If the partners have agreed to the course to be followed the function of the Court is to consider that agreement and give effect to it.

The President: That is what the learned Chief Justice's contention is.

Mr. Sharp:—Absolutely, my Lord. I am not saying anything I conceive to be in any way in conflict with what the contention was, but if he will allow me to say so, I support his finding, and the point he referred to repeatedly in the case cited I will apply to one not cited—Mermann and Memann, 43 Chancery Division page 198. This is a Court of Appeal case, a very strong Court, of Appeal 1890 (Case Quoted). It is another in which no other arrangement except paying cash. If your Lordships care to have this—it is marked. The head note I refer your Lordships to are the head note of the passages of the judgment I referred your Lordships to page 202, Justice Cotton, near the bottom of the page—the last line (Last line read). I shall have occasion my Lords several times in the course of the argument to point out what your Lordships are asked to do here which is according to my submission to make a new contract—not the one between the parties (Previous case again quoted). That refers particularly to the facts of the case, particularly the passage at the bottom of the page. The question the Court had to consider is merely the construction of the course. Lord Justice Bowen says the same thing, and also Lord Justice Fry (both quoted). The position is made perfectly clear there. Where there is an agreement to be construed we had to consider it and go into the question of whether the partners have made the best arrangement it is possible for them to make. I might briefly point out—later on point out—that the arrangement the entered into was a successful arrangement in the past, but that is not the question. The question is—what was

the arrangement. I submit your Lordships' functions are restricted to the interpretation of this agreement and give effect to it if the effect can clearly be ascertained. That brings me, my Lords, to the issues and the points which I think both parties agree are the points arising, and our argument falls under two heads. The first is having regard to the terms of the agreement the Court cannot make this order. Under the terms of this agreement the Court cannot make this order for two reasons, because the agreement read as a whole shows that clause 15 does not include goodwill and because the provision of a sale as a going concern would not apply with that clause. That is the first of my two heads—for these two reasons. But the second head is that having regard to the principle laid down by the authorities the Court would not under the circumstances make this order if it could. That following the principles laid down by the authorities the Court would not in this case make the order if it could.

The President: That is alternative?

Mr. Sharp: Yes, of course if we succeed as we hope to on the first point then the second point becomes unnecessary consideration. It is certainly alternative. Of course your Lordship has decided in our favour on the first point, and we submit correctly for the reasons your Lordship gave and for other reasons which perhaps we may find in the document. Now my Lords, going into the first point we say clause 15 does not include goodwill. Now of course we don't deny we have never questioned the property and effects phrase to be really interpreted, the one the Chief Justice has interpreted and the one that calls to be interpreted. We have never questioned we don't question of course that property and effects may include goodwill in another case, under other circumstances. But we do say under this agreement it does not. It is to meet something which I think fell from Mr. Jenkin. I would say in passing here, I am not saying the agreement is ambiguous, but what you have to say later on if you consider it ambiguous, certain courses remain open. We put it to your Lordships as clear as my friend put it as clear in his construction. We say it is clear that property and effects in this particular instrument include goodwill. It is in perhaps the proper foundation for my argument. We have I submit on this point to draw your Lordships' attention to the fact in many partnership cases, or in some cases, these particular words property and effects and other similar words have been held not to include goodwill. The case in which this particular phrase property and effects arises for construction is Chapman and Heymann, which Mr. Alabaster referred to. One Times Law Reports 397. Whether of course it was clearly recognised by the Courts that the phrase included goodwill, but it was held under the circumstances of that agreement that it did not. It is a very short report. I don't think it was read at all. The head note is in small type—the head note is “Property and effects.” The phrase to be interpreted here was identical. The same phrase is raised in this instrument (case quoted). Then (Justice Jelf quoted) I refer to the argument based on Hall and Hall which my friend says ceased to be law ten years before this case by Justice Day which is 1884, my friend read one 1874.

Mr. Alabaster: I have not said it ceased to be law. (Justices Jelf and Day quoted) Of course it depends on the facts of the case. I am not offering your Lordships that case as an authority in the present case, because it was found there that the phrase did not contemplate goodwill. It must always be so. Where this phrase has arisen for the construction of the Court

it is held although it may include goodwill it did not in regard to that particular agreement. I think the same arose for consideration in Stuart and Gladstone in Chancery Division 626. I think the words here are property estate and effects. In the last case it was property and effects and in this I think it is practically the same. The Master of the Rolls Jessel delivers his judgment thus (case quoted).

The President:—What volume?

Mr. Sharp:—Stuart and Gladstone in Chancery Division, page 626.

Mr. Sharp:—Do you object to the letter going in, Mr. Alabaster? It was read and the phrase was quoted, I understood. Well, there is the point, my Lords, and it is perfectly clear, as Mr. Wilkinson says in his letter written in September 1913, that it was put in lately for the purposes of account only and you must not place any sort of reliance on it. It is manifest that for this period the partners themselves did not treat these words “property and effects” in their accounts for these sixteen years—they did not treat the agreement as covering goodwill. For sixteen years the balance-sheets appeared without it, and then it was put in only apologetically.

The President:—And properly so according to the usual practice I think.

Mr. Sharp:—Yes, absolutely. The next clause, my Lords, is of course clause 11, which the Chief Justice dealt with in his judgment. That deals with a dissolution in the event of death or bankruptcy. It is perfectly clear, as the Chief Justice pointed out in his judgment, that goodwill is manifestly not intended to be included in the words “partnership business and property.” They are treated as two distinct things. In clause 12 the words “property and effects” occur for the second time in this instrument, and I would like to call attention to the context also. This clause shows the prices which were to be paid for the partnership property not being goodwill, and goodwill under clause 11 is treated again as totally distinct. Now it is clear that not only upon general principles of construction is the same effect to be given the words.

The President:—That is merely a case between the partners themselves.

Mr. Sharp:—I will deal with that point in a minute, my Lord.

The Chief Justice:—That was a taking-over case.

Mr. Sharp:—Yes, I shall show your Lordships in a moment that such a distinction between taking over and winding up does not exist. But I am not at the moment addressing myself to that point. This was a taking-over case. Then in Gray and Smith, 43 Chancery Division, page 209, we have the same position with regard to the word “property”—that it might include but did not in that particular case.

The Chief Justice:—Both of those cases are in the judgment.

Mr. Sharp:—There are all cases in which the point arises, and in them all the Court held that it did not include goodwill. Now, my Lords, we see that the draftsman of the agreement before us in the present case did not intend that the words property and effects should include goodwill, and I would ask your Lordships to look a little further back in the Chief Justice's notes. I think the Chief Justice went far enough back to establish the position, but I think it will be established more firmly if we go back a little further to clause 10, where the words “property and effects” occur for the first time in the agreement. Clause 10 is the clause before the first clause which the Chief Justice considered and the clause provides for a yearly account to be taken of the property and effects, the credits and of course the liabilities of the partnership. This is of course the annual balance-sheet which is referred to. That

balance-sheet has, as a matter of fact, generally been got out in the June of the preceding year. There for the first time—and I would ask your Lordships to carefully mark this—occur in the documents the words property and effects. My Lords, how have the partners themselves by their conduct interpreted that phrase? That is to say, what account have they prepared showing how they would have regarded what is to be included in the account? From 1896, that is the date of this document, down to June 1911, when the 1910 balance-sheet was prepared.

Mr. Alabaster:—Is this it?

Mr. Sharp:—Yes, certainly it is. From 1896, that is sixteen years.

Mr. Alabaster:—Where is it?

Mr. Sharp:—It is in the correspondence arising from the affidavit. For sixteen years it was never treated by the partners as including goodwill, but in the year 1911—that is to say for the 1911 balance-sheet, when financial troubles were more acute than they are now—Mr. Tomes for the first time (he being in Hongkong and Mr. Shewan in London) inserted goodwill in the balance-sheet, because, as he said, he could not make a balance-sheet without it. The deficit would have been so great that he could not make a balance-sheet without it. Therefore in 1913, when the present troubles were most acute—sixteen years after the date of the agreement, and only a little while ago—for the first time goodwill was put in, and even then apologetically. There would have been such a deficit if this goodwill had not been dragged in that Mr. Tomes said, in writing to Mr. Shewan, in the particular words quoted before the Chief Justice in Chambers, that he could not make up a balance-sheet without it.

M. Alabaster:—The date?

Mr. Sharp:—I don't know the date of it, Mr. Wilkinson's letter of the 23rd, which is now on the file, certainly refers to it as being “put in lately.” It was put in in June 1911 for the purposes of accounts only. And it was they who brought it in in that way; not we. I understand that the particular words Mr. Tomes' letter to Mr. Shewan were quoted and referred to by both sides. It is their point, my Lords; not ours. We were taking certain arguments upon its being in the balance-sheet and they said it was only put in for purely artificial purposes.

Mr. Alabaster:—I have not seen the letter.

Mr. Sharp:—I understand the very phrase was read to your Lordship in Chambers.

Mr. Alabaster:—They put in bundles and bundles of correspondence.

Mr. Sharp:—I understand it was really quoted by Mr. Slade himself to support Mr. Wilkinson's letter.

The Chief Justice:—It may have been so, but I cannot remember it.

“property and effects” in clause 12 as it clearly bore in clause 10 but your Lordships must construe the phrase clearly as the correct one in clause 12, because the account is taken for the purposes of ascertaining the value. It is manifest that the same phrase must be given the same meaning throughout the same document, and it has been shown that the accounts were to ascertain the value of the property other than goodwill. Therefore property and effects cannot comprise goodwill.

The Chief Justice:—Are you referring now to 12 or 13?

Mr. Sharp:—I am on 12 now. I submit that this one argument taken alone is quite conclusive, and it is not really necessary for me to go any further. It is quite clear that there are only three cases in which the phrase occurs, and in the first two it is manifest that it would not have been intended by the draftsman to include goodwill. I could really submit, my Lords, that it is not necessary for me to argue any more. It strikes me as conclusive

—the meaning of the phrase in the document. In clause 13 the point has been raised by my friend Mr. Jenkin upon article 13 as to the extent to which it is still in force. I may say that that is a common ground. I submit it has been common ground hitherto and I think rightly so, and the fact that in a civil action it is common ground should suffice. But if your Lordships desire me to argue it further I am prepared to do so.

The Chief Justice:—It is common ground, you say, that the articles are still in force? That the partnership has become a partnership at will?

Mr. Sharp:—Yes. It was their position.

The Chief Justice:—They are quite entitled to raise it if they like.

Mr. Sharp:—I should think that open to doubt. The correspondence certainly treated it throughout as common ground. I refer your Lordships to passages in the agreement of 1906 which clearly provide that the old agreement of 1896 was to remain in force for the present. It provides no definite period for the then renewed partnership and was always taken by the partners as a partnership at will, as it is under general law. The only variation in the terms is that it has been a partnership for ten years before, but it has no fixed term now. Otherwise the old conditions are in force.

The Puseine Judge:—There is no doubt of that.

Mr. Sharp:—There is nothing in this agreement to modify that, and, as I say, since 1896, the date of this agreement, the partners have themselves treated the partnership as one under the old terms at will. Mr. Slade said on page 27 of the Judge's notes that the partnership had expired by the effluxion of time and had become a partnership at will. That was Mr. Slade's position and it is not questioned, and on the notes he refers to the agreement of 1906 which he says in any case revives the old partnership articles, but “there is no question as to this.” That, I am sure, was common ground.

Mr. Potter on page 5 refers to it and says clause 13 applies except as to notice—it is a partnership at will subject to the terms of the partnership agreement. That is clearly common ground, and, that being so, no argument was used to show that it was rightly common ground. It clearly is the position in law and, I submit, the position which the partners themselves regarded under date of the 1906 agreement. It was however contemplated to take in somebody else into the partnership, but that was not done. The last agreement in fact continues the old agreement except as to time upon the ground that a new partner, but in fact he was not taken in, and it became a partnership at will.

Now my Lords coming back to the argument I was putting before your Lordships that the construction of this instrument, this clause, deals with voluntary retirement and the continuing partner in this clause may purchase the share in the partnership business, property and goodwill dealt with again separately, clause 13. Again we have the same distinction and in the same language between A, ordinary business property, B, goodwill, and we have the same prices to be paid for respectively A, partnership business property, and B, goodwill, is an arrangement in respect to dissolution by death provided for in the preceding clause 12. There we have the same distinction emphasised, A and B. And in the next succeeding clause 14 we have the same distinction repeated in the same words. Clause 14 deals with the case of dissolution as resigned, or occasioned by the absence of a partner and in that event again the remaining partner may purchase the absent partner's share, A, partnership

business property and B goodwill. The terms previously arranged in every case where goodwill is referred to is treated as distinct and apart from the partnership business property. Now my Lords, we get to the clause—

The President: Property and effects 13 and 14.

Mr. Sharp:—No, they included twice only and I have given you instances—10, 12 and 15, and I have already submitted the meaning is manifest in 10 and 12, and now we have to consider the case of 15. Now clause 15 provides for the determination of the partnership if no other arrangement has been come to between the parties. It provides what should happen on the determination of the partnership if no other arrangement is come to between the parties. This is the function of clause 15, to agree what is to occur in that event; if the partnership is determined and no other arrangement come to between the partners.

The President: Does determination mean determination—

Mr. Sharp: I have no doubt what it is you are going to ask and I anticipate your Lordship's question—if no other arrangement is come to, but I think you were going to ask me if determination included determination of cases previously dealt with. Certainly, my Lord, if no other arrangement is come to between the parties. Then clause 15 steps in. Well then, my Lords, we come for the third time to the cases, two of which I have dealt with in which this phrase occurs in this instrument. “Property and effects” are to be realised and the proceeds applied under a certain order which I need not trouble your Lordships with at the moment paying liabilities and the paying of cash, capital standing to the partners credit in the books and to divide the surplus. I think it is perfectly clear as regards your question that this determination means determination from any cause at all, from death or bankruptcy under clause 11, determination due to voluntary retirement under clause 13, determination due to absence of one of the partners under clause 14. If in any of these cases specifically dealt with in these preceding clauses, the continuing partner on his electing to exercise his option to buy at a stipulated figure, or of course, some other figure agreed upon, in which case where you find a stipulated figure you may find they quite agree under the other—if in any of these cases the continuing partner does not elect to buy his option at a stipulated figure or some substituted figure by special arrangement, this clause steps in. That I submit, my Lord, is the meaning of the provision. If no other arrangement is come to it is specially provided for to take it at a fixed figure, equally the option to take it at some other agreed figure, if not, then clause 15 obtains. Or if the dissolution and the determination of the partnership should be in the case of one actually resigning, a dissolution by notice, not death or bankruptcy and the cases dealt with in the paragraphs, dissolution of this partnership company at will, and due notice given. In cases not specifically dealt with in the preceding paragraphs and no amicable arrangement come to—

The Chief Justice:—It is common ground so far.

Mr. Sharp:—No, my friend Mr. Alabaster accepted no suggestion this morning. His contention was “wholly and separately from” and that the one before that was something distinct in sequence and numerically. He held it distinct from the preceding clause.

Mr. Alabaster: I have been misunderstood if I have been understood to have said that. My friend has rather put it that I don't adopt that. I don't know how he is going to work it out. It is right, they come in and the

thing is sold by auction for the benefit of both.

Mr. Sharp: Or if it occurs by any action not specifically dealt with and this option of the partners to make a special arrangement and take in at the whole figure, or a new figure if they don't, I submit that clause 15 operates. Determination means any case at all including the cases already dealt with in the four preceding paragraphs. I understand they don't seriously contest that. Property and effects which occur for the last time in this instrument—it is clear that as to the preceding occasions this phrase does not include goodwill, that in accordance with the ordinary rules of construction, and as the learned Chief Justice put it, commonsense. The phrase has the same meaning on the third time. I need not trouble you with much authority on that—the authority there is extremely definite. Deal in his last interpretation page 69 bis a rule very simple rule applicable to all instruments under this head. (The quotation read). The judgment of Lord Chancellor Stirling adopted that language. I refer your Lordships also to the case where I think the point is really clearly dealt with—the case of Kenyon and Birks, 1900, 1 Chancery, 417. Your Lordship will see the head note at the first paragraph of it, and the judgment of these two Justices, Lindley and Sir Francis Jeune, and Lord Romer—Lindley page 418. (Master of the Rolls and Sir Francis Jeune quoted). Deal regards it as a canon of construction, and the Master of the Rolls there speaks of it as a canon of construction the sense of which is clearly the rule the Court follows. Jeune repeats a canon of construction etc. That touches on the second point heard as regards property other than goodwill. In this particular case they were dealing with the word clearly qualified in some instances and in another they apply the same qualification throughout. It was the difficulty in this issue. In some instances this meant children and they say it means children throughout. We have got far further than that in the phrase of property and effects, the collection of this phrase coming in the restricted meaning can be both therefore, with the same meaning in the three, and carries us beyond the dubiety zone. A man, even in his will if he used the words in a particular sense that is he says used by the testator and no other it may mean a different thing—but I don't think we require these authorities to declare the proposition that where the draughtsman has attributed a clear meaning to the words which he has used in an instrument that meaning must be, unless faced with overwhelming evidence to say that in another part of the instrument that he had another intention that meaning must be attached to the words throughout the instrument. And here we have these words which the Chief Justice interpreted correctly—we have the property. There are terms in this document which are not quite clear with regard to the first two. This meaning we put is essentially, unless there is overwhelming evidence to the contrary, the same meaning in the three we have put supported by all the other argument elaborated in the judgment. It is manifest, taking the agreement as a whole, that partnership property and goodwill are treated as distinct in all the clauses which relate to this matter at all. That is to say dissolution clauses which are the last five or six in the instrument. In all that series of clauses we have this partnership business property which they have called the goodwill, which I have called B distinct. I submit my argument, the phrase property and effects is even more conclusive. The reason why, the first reason which I have—although I don't adopt my friend's view, that suggested reason which is not very clear—the reason I would put is—it has been hitherto common ground although Mr. Jenkin questioned it now, that the goodwill is of little or no value except to the partner, and the draughtsman does not clearly contemplate—though he even went so far as to say there would be no bidder except the partner—that the goodwill was worth

little to anyone but the partner and the draughtsman does not contemplate although it would not prevent its application—that is not in his mind that he contemplated under 15 the sale to a partner and provided the proceeds be divided amongst the partners because they contemplated a sale to the partner, and, as we say, the object of this clause. They have expressed it rather differently, but I think they have a little misunderstood our argument. We say that the object of this clause was to bring pressure on the partners to come to an arrangement. They have put it—and of course it is very easy to carry the argument which they have put into our mouths to the point of absurdity—that it was to force the partners to accept the actual figures in the clause. The object of clause 15 is, as we have said, to force the partners to come to an amicable arrangement in the event of dissolution from any cause. The Chief Justice: I understand the contention was that article 15 did not intend a sale to one of the partners. The President: I do not see why not. Mr. Sharp: I did not say it precluded it. If there is no arrangement under clause 15, there would of course be an arrangement to sell to one of the partners, quite clearly. I do not mean it absolutely precluded it but necessarily. If the partners did not come to an arrangement our contention is that the alternative is practically winding up, but, as your Lordships will know from the correspondence, we do not desire a winding up. We believe that if your Lordships put the construction on this clause which we say is the right one, it will bring about an amicable arrangement. That is the only thing we want. The Chief Justice: We can hardly go into that. Mr. Sharp: You cannot, of course, but that was gone into fully before your Lordship, and if our construction is the right one no doubt the result will be an amicable arrangement. We trust so. We do not want a sale piecemeal. We say that cannot be brought about, and that the alternative provided in clause 15 is the alternative that should be used. It is pressure not to force them to take certain figures which might under certain circumstances not be equitable. For circumstances are conceivable in which goodwill ought not to be paid for on the figure arranged, and we do not think if such circumstances arose that it would be equitable to force either party to pay if it was not worth it. So we say that the purpose of clause 15 is to bring pressure upon the partners to make an amicable arrangement that one shall take over from the other. The President: Is not that rather a matter of guess work? Mr. Sharp: Well, I go upon the absolute construction that it did not include goodwill, which makes it clear that it does not contemplate a sale as a going concern. I find that in the clause. The President: You say you find the pressure in the clause itself? Mr. Sharp: Yes I do, the meaning being the meaning which I have argued to your Lordships already. That is the only reasonable effect. I find it in the clause itself in the words that if no other arrangement is come to, there results follow. The meaning is that if you desire to avoid these results, come to the other arrangement. In that sense the manifest purpose of the clause is to bring pressure to bear on the partners to come to some amicable arrangement. The President: It seems to me that last argument of yours shows a distrust of the partners for each other at the time they entered into the original agreement. Mr. Sharp: Well, it is open to that comment, my Lord. But I should not like to put it so. Anything a prudent solicitor sees fit and necessary to insert into a partnership agreement to provide against what might conceivably happen in the future—anything so inserted cannot necessarily be said to show distrust. The answer would be that it was a mere act of prudence on the part of the lawyer.

The President:—It seems to me to be putting a pistol into the partnership agreement which can be used by either partner at the other's head. Mr. Sharp:—No, my Lord; it is to come to an amicable arrangement. The President:—But if you don't come to an amicable arrangement I will shoot you—(Laughter). Mr. Sharp:—It does almost come to that, but the alternative is one prima facie. The Chief Justice:—Of course the goodwill at that time would not be worth much. Mr. Sharp:—It was put down at one-sixth of what it is now. The Chief Justice:—So that a sale of the goodwill would not have yielded very much. Mr. Sharp:—It was \$25,000. The President:—Each? Mr. Sharp:—I am not sure. Yes, each. The total value was put down then at \$50,000 and is now put down at \$300,000. My friend Mr. Alabaster—I must refer to this in passing because I take it he had some reason for using the phrase "auction clause." It is with a little timidity that I approach the matter, as I had a feeling that some want of experience on my part had made me not acquainted with the phrase. So I asked the solicitor if he had been accustomed to the phrase, and he said he had never heard of it. My friend must have had some definite purpose in using it, because I have never heard of it. My friend Mr. Potter has never heard of it. Not has Mr. Harston. No doubt it might with propriety be used in a private auction, but this clause is described in all the books and forms as winding up and dissolution, and not only does it not mention auction—and therefore it cannot with propriety be called an auction clause—but the nature of the assets there would make it extremely unlikely for the to be realised by auction. The assets, or a very large proportion of them, are shares, and, without going into the precise figures, the total valuation is somewhere in the neighbourhood of two millions, and the realisation of the shares would hardly be by auction. Of course they could be so realised, I know, but there is no direction that they shall be dealt with in that particular mode, and I submit that there is no propriety in calling it, as my friend does, an auction clause. This clause is described in the marginal note, from the form from which it was apparently taken, as a clause for winding up and dissolution, I am merely putting it to your Lordships that it is a misnomer to call it an auction clause. Mr. Jenkin:—It is a convenient phrase. Mr. Sharp:—A misleading phrase, I think. My friend also says a clause for winding up and dissolution never mentions goodwill, whereas a taking-over clause must and does. That is to say that my friend Mr. Alabaster puts it that the dividing line between the case where goodwill is and is not specifically mentioned is the line between a taking-over clause and a winding up clause. Now, my Lords, I have not had time to look very fully into the authorities mentioned this morning, but one thing I notice about my friend's authorities and about which I am rather surprised is that they are all after the Conveyancing Act at Home and after the Partnership Act here. It is not necessary to say it was prior to the Conveyancing Act, because we have not one here. The forms from the Encyclopaedia and the forms referred to this morning were all subsequent both to the 1882 Conveyancing Act, which we have not got in Hongkong, and the 1890 Partnership Act, which we did not get in Hongkong until 1897, after the date of the partnership agreement which we are asked to construe they are not relevant. My friend also refers to Key and Elphinstone, but I think the forms which apply to this case would be Key and Elphinstone volume 2 page 93, form 46, with a marginal note for winding up and dissolution. (Cases quoted).

Therefore it is perfectly clear that at the period to which your Lordships are asked to throw back your minds to deal with this instrument dated 1896—it is clear so far as the authority of Key and Elphinstone goes, that was actually intended to comprise in clause 15 must be specifically mentioned. The implication is irresistible that if the bracket is omitted the goodwill will not be included. If the draughtsman was intended to include it, he must do so specifically. The President:—How does the Partnership Act affect the forms? Mr. Sharp:—We say our deed was in fact drawn in 1896 and so if the Home form is to be relied upon it is much better to get it before in any way disturbed by the Conveyancing Act. The President:—Did the Conveyancing Act disturb it? Mr. Sharp:—I don't know in what particular way it did, but I am quite clear precedents have altered it. The President:—I don't know about that. All we have is this form in Key and Elphinstone. Mr. Sharp:—Yes, I only put it as far as that. It is quite clear that it was in force at Home when the state of the law in Hongkong was the same. The President:—That does not carry you very far. Mr. Sharp:—It certainly does not support their contention. I am only using it is not as part of my constructive argument, but just to meet the point raised by the other side relying upon forms put in at that time whereas these were the forms in the Encyclopaedia were not those in use. The President:—How about Davidson? Mr. Sharp:—I will deal with that directly, my Lord. I was answering upon Key and Elphinstone. And I say he should have used the forms which were in force at Home when the state of law in Hongkong was the same as in 1896. My Lord, there is the case of Smith and Nelson, 92 Law Times page 313. Your Lordships will find that the date of that is 1905. That was a winding up case in which goodwill was, as a matter of fact, mentioned. (Mr. Justice Joyce quoted). That is rather by way of obiter, I think. The President:—Was he considering the question? Mr. Sharp:—I do not think he specifically was; I am not sure. But even if he was not I think you will attach great weight to Mr. Justice Joyce's views on conveyancing. The President:—Of course. But clearly goodwill may be included or it may not. Mr. Sharp:—Quite so. The President:—I mean there may be an agreement excluding it. It may be included unless it is excluded. Mr. Sharp:—Certainly. Our first argument goes so far as to show that the draughtsman here did not include it. Conversely, my Lord, my friend relied upon David and Matthews a taking-over case in which goodwill is not mentioned and yet it was held to be included. That is 1890 1 Chancery 378. (Case quoted). I have given your Lordships already cases on both sides against my friend's contention with regard to where the dividing line is placed. I have given your Lordships two cases with winding up clause in which goodwill is mentioned and another case in which goodwill is not mentioned and yet it is held to be included. But, my Lords, the whole of this is wholly immaterial, as it is this instrument which your Lordships have to interpret, and I submit these words property and effects give your Lordships practically to alternative as to the interpretation you will put upon them. Would your Lordships like to adjourn now? The President:—Do you think you will finish by noon to-morrow? Mr. Sharp:—Oh certainly. The Chief Justice:—Is Mr. Potter going to follow? Mr. Sharp:—Yes, shortly. The President:—I mean will the arguments for the respondent finish by noon to-morrow? Mr. Sharp:—I should think we should finish by noon to-morrow, the two of us. The President:—Go on then. Mr. Sharp:—Now, my Lords, comes in the point of ambiguity far, we must call extrinsic evidence of the ambiguity, no

Our contention is this is not ambiguous, but we are quite prepared for this, that your Lordships might not be wholly with us—though we have very high expectations that you will—upon the construction of this document. But in the event of your not being wholly with us, and your having any doubts, as to the meaning of this phrase "property and effects," then at least it would be ambiguous. That is to say we say it is clear, but at the lowest we say it would become ambiguous. And we submit, my Lords, that that would be enough. We would certainly rather—and it would have a great deal of time—if your Lordship adopted our view that it was clear, but supposing your Lordships are not clear on the point and do not go the whole way, you must go as far as to say that the words are at least ambiguous. I base my argument upon that first of all on several cases cited to your Lordships in which the words have been held to be ambiguous. That is to say, that the words are clearly capable of being regarded in two ways, and I think it is deducible from this particular instrument that the words were used in the sense we have submitted. The words are capable of being ambiguous, that is shown by the decisions. We submit if not so high as a certainty—we think it is—it is at least as high as a doubt, and the evidence to show what the parties actually meant when they entered into this agreement. Upon that point I would refer you to Beale page 134, which is very elementary law, under the heading "latent ambiguity," in which evidence outside the contract is admissible to explain the ambiguity. The matter is dealt with much more fully, of course in the contract books. I am referring to page 135 of the 13th edition, Chitty (Chitty quoted). Then the paragraph goes on to deal with art and science of law and the like. Mr. Potter:—115, 116 Library edition. Mr. Sharp:—That is the fifthteenth edition my Lords, 115 and 116 which I see are in the same language because they are just the same. Now my Lords without dwelling further in these authorities, I think they are all the one way. I will give you a dilution of the evidence. It is an affidavit and it would be put forward as to what occurred at the time of the contract between the two parties. (Quoted Mr. Shaw's affidavit November 7 1913). Mr. Alabaster. I must object to this because it was continued in the following affidavit and you therefore cannot decide an issue on a fact like this on these affidavits. Mr. Sharp:—I am with my friend. Mr. Alabaster: At most, even if it were admitted it would not be evidence and that would be another objection. The first point I take it, is an issue the judge has not found in the case. The President: Not admitted? Mr. Alabaster: Not admitted, it is denied, and the moment we put it on the affidavit it is denied. The President: It doesn't take them anywhere? Mr. Alabaster: No. Mr. Sharp: I know my friend is right, it is outside the point I raised here, but it gives us the right to call extrinsic evidence and they have a right to meet it. We are not calling it now because Mr. Victor Deacon is now in England, now retired, the man who drafted this agreement, and we say it is open for my friend to call evidence to meet this. What Mr. Deacon said this. What Mr. Deacon said occurred at the time of making this agreement between the parties and show that our construction is correct. That evidence we say we are entitled to call if we have need to put our case higher than an ambiguity. We say we have put it very much higher, and if we have not fully succeeded in putting it higher than an ambiguity then we shall have to call this evidence. The President:—If it is an ambiguity what do you propose to do? Mr. Sharp: If you find that it is only an ambiguity—I hope I shall not have to go so far, although very comes in the point of ambiguity far, we must call extrinsic evidence of the ambiguity, no

have to call Mr. Victor Deacon who drafted this to say what occurred, but we say in law we are entitled— The President:—Then if you are what is the use of reading affidavits now. Mr. Sharp:—You ask me now what sort of case could be raised. It is raised for that purpose. It is only one paragraph, I won't read it. We didn't ask the Court below to decide it. The Chief Justice:—I will read my original notes on the ambiguity (Notes read). Mr. Sharp: They objected to the evidence going in and later on Mr. Potter very properly undertook to get the evidence on affidavit and that affidavit was obtained. It is perfectly clear if your Lordship has to be asked to attach any serious weight to the contention. If extrinsic evidence is to be called we must indicate the nature of it by which we don't mean your Lordships to decide what Mr. Deacon says on the affidavit is what Mr. Shaw and Mr. Jones say. The Chief Justice did not find himself embarrassed in the matter, but he found himself clear therefore I need not fall back upon our second line. The Chief Justice:—I will read my second line (Read his notes) The prospect for a settlement are bright (laughter). Mr. Sharp:—We all thought that. There is no actual evidence by Mr. Deacon of what actually would be avoided and if you are not with us on the whole of the meaning absolutely clear, I respectfully submit your Lordships must be with us so far as a whole. It is ambiguous you cannot make an order against us on the facts. The President:—If we hold it is ambiguous we are not in a position to make an order at the present time? Mr. Sharp:—That is situation my Lord, we hope it will not be reached, but it is the situation which will be reached if you do as your Lordship has indicated. Our contention is it is very far from an ambiguity and is as clear as we put it. The Court then adjourned for tiffin. Mr. Sharp: When your Lordships adjourned I was dealing as your Lordships will remember with the point of the admission of extrinsic evidence in the event of your Lordships not being entirely with us on our main contention that this instrument clearly does not under clause 15, under the phrase "Property and effects" include goodwill. In the event of your Lordships not being wholly with us on that point I shall submit you cannot fail to be with us so far as the suggestion that it is ambiguous; we submit therefore all the clauses and the extrinsic evidence in the affidavits is what the parties intended, and the draughtsman, Mr. Victor Deacon in this instrument intended to communicate to the parties at the time would be admissible to explain the ambiguity. The President: Mr. Deacon voted for both parties? Mr. Sharp: I think he did—there is no doubt that he did, as a matter of fact he drew this agreement. The President: There was no doubt what his instructions were? Mr. Sharp: No; and no expression at the time upon the point was revealed. The Chief Justice: Did not come into the statement at all. I mentioned the matter to my learned brothers my recollection of what it was passed, that Mr. Shaw's affidavit stated some thing that was from Mr. Deacon as to what took place and it was challenged. Mr. Sharp: That is an issue we cannot ask you to decide, but merely the admissibility of the evidence as to the intention of the parties when they entered into the agreement with regard to clause 15 and the goodwill thereunder, and on that point we claim the right to call extrinsic evidence if your Lordships were not with us entirely. We submit that and if your Lordships are with us so far we submit so far you cannot fail to be with us on the expression at least in this regard—ambiguous. The President:—I cannot help feeling it would be very unfortunate if— Mr. Sharp: We do not desire

that, my Lords, we would regret it. We confidently submit, my Lords, that there is no ambiguity. We put it that there is no ambiguity, but if your Lordships think there is, extrinsic evidence must be admitted. The President:—You ask that we ought to make some such order? Mr. Sharp:—If your Lordships are of that opinion. Of course this would be without prejudice. What we are asked your Lordships to find is perfectly clear—that it is unambiguous. We are asking not for an order but for a formal decision that this is unambiguous and means what we put to you. If your Lordships cannot find this your Lordship are placed in this position—there is the evidence which we have indicated, it will be essential to clear up the ambiguity, and your Lordships could not therefore make the order asked for. The President:—Your position would be that under these circumstances we are bound to dismiss the appeal if it is ambiguous. Or are we to give the other side the opportunity of clearing it? Mr. Sharp:—Your Lordships certainly could not grant the order. You cannot do so. The President:—That would entirely preclude them in the future from clearing up the ambiguity. Mr. Sharp:—If there is any doubt at all this I would like to have a few moments to consider it. As it strikes me at present, they are asking for a certain order. The Chief Justice has refused that order. They are now appealing therefrom and this is one of the arguments. The President:—Supposing we hold that the words are ambiguous, we cannot reverse the order of the Court below? Mr. Sharp:—I don't think that would preclude them if they can call this evidence to prove that these words in this particular instance had another meaning to that which your Lordships find in the document. Any proceedings directed to that purpose I would like to consider and express myself more definitely later. At present I put it that your Lordships cannot reverse the Chief Justice's decision, as well as the much stronger reason I have given. The Chief Justice:—I suppose you could put it also in this way with regard to the extrinsic evidence on the construction of a deed, it would be the same as a solicitor called on to probate to explain a testator's will? Mr. Sharp:—Yes, my Lord, exactly. But such evidence would only be admissible to explain ambiguity of which this is a typical instance. The President:—I have put the points to you now in order that you might know where we are. I take it that it would be competent for the Court to give its decision so far as it was able and to direct that evidence should be called for in this Court? Mr. Sharp:—Preserving all our rights of appeal. The President:—Oh yes. Mr. Sharp:—We are so absolutely confident of our construction of the document that we should not like to be asked to accept any view which will prejudice our right of appeal as to the construction of the document, which would involve a waste of time (he being in England) which it is very desirable to avoid. The President:—Quite so. Mr. Sharp:—Your Lordships will permit me to refer to that if necessary? The President:—Oh certainly. Mr. Sharp:—Now, my Lords, my second point is that whether the phrase "property and effects" does not include goodwill—of course we have our own opinion on that—the requirements of this clause would not be satisfied under appellant's construction, but would be under ours. Your Lordships will fully understand that the first point is on really strong point, and I shall deal with the two remaining points much more shortly I hope in the course of this afternoon. Upon general law, my Lords, I do not think I need to ask your Lordships to delay for a moment. It is set out fully in the Chief Justice's judgment which has been read and is dealt with very exhaustively in passages from Lindley, which the Chief Justice incorporated in his judgment.

Commercial.

Fire Insurance in Japan.
Fire insurance companies in Japan have been engaged in reckless competition for a long time past, and the proposal to adopt conference rates, which has been long under consideration, has not yet been discussed. The Asahi states that the Department of Agriculture and Commerce issued a warning to the fire insurance companies in Japan, strongly condemning their reckless methods, and hinting that should they ignore the warning, action would be taken against them. The substance of this official warning is that, according to fire insurance statistics, between January and October last year the new common insurances contracted during the period numbered 681,000, representing ¥2,329,180,000 in value insured, while new daily interest insurances numbered 860, representing ¥9,924,250,000 in value. Compared with the corresponding period of the previous years, common insurances show an increase of 51,500 in number and of ¥585,400,000 in value, and the daily interest insurances of 610 in number and of ¥3,032,310,000 in value, and the total amount received in premium was ¥6,811,000, a decrease of ¥1,212,000 on the earlier figures, while the claims settled showed an increase of ¥3,003,000. A decrease in premium in spite of an increase shown in the new insurance contracted means that the companies reduced the rates of premium as a result of competition, and because of the greater amount spent in so-called working expense (conveyancing expense). The increased amount of claims settled proves that these companies were less careful in accepting risks. The companies are, therefore, warned to be more careful in doing business.

Public Companies

THE CHINA PROVIDENT LOAN & MORTGAGE CO., LTD.

THE SEVENTEENTH ORDINARY ANNUAL MEETING OF SHAREHOLDERS in the Company will be held at the offices of the Company, St. George's Building, No. 6, Connaught Road, on FRIDAY, the 27th February, 1914, at 11.30 a.m. for the purpose of receiving a Statement of Accounts and the Report of the General Managers for the year ending 31st December, 1913.

The TRANSFER BOOKS of the Company will be CLOSED from MONDAY, the 23rd February, 1914, until FRIDAY, the 27th February, 1914, both days inclusive.

SHEWAN TOMES & CO.,
General Managers
Hongkong, 17th Feb., 1914.

HONGKONG TRAMWAY CO.

RACE MEETING TRAFFIC

- (1) Passengers leaving the Race Course are particularly requested to wait at one of the Three Marked Stopping Places.
- (2) At the end of each day's Racing there will be Three Exits available from the Enclosure. These Exits are at each of the above-mentioned Stopping Places.
- (3) Twenty passengers only are allowed on the top of each double deck Car.
- (4) Crowding the Motorcar's end of the Car so as to hamper him in any way is not allowed.

J. J. S. KENNEDY,
General Manager,
Hongkong, 16th Feb., 1914.

HIMROD'S CURE for ASTHMA

Over 30 years ago the late Lord Beaconsfield testified to the benefits he received from HIMROD'S CURE, and every part brings similar letters to the Editor.

FAMED FOR 40 YEARS.
Sold in tins by all Chemists and Stores throughout the Country.
Beware of Imitations.

Public Companies

NOTICE.

THE KOWLOON LAND AND BUILDING CO., LTD.

NOTICE IS HEREBY GIVEN that the TWENTY FIFTH ORDINARY MEETING of SHAREHOLDERS in this Company will be held at the COMPANY'S OFFICES, VICTORIA BUILDINGS, on THURSDAY, 26th FEBRUARY, 1914, at NOON, for the purpose of receiving the REPORT of the DIRECTORS together with Statement of ACCOUNTS for the year ending 31st December, 1913.

The REGISTER of SHARES of the Company will be closed from TUESDAY 17th to THURSDAY 26th February, 1914 (both days inclusive), during which period no TRANSFER of SHARES can be registered.

By order of the Board of Directors,
A. SHELTON HOOPER,
Secretary to the Hongkong Land Investment Agency Company, Limited, Agents for the Kowloon Land and Building Co., Ltd.

HONGKONG HOTEL COMPANY, LTD. ORDINARY HALF-YEARLY MEETING.

THE above Meeting of the Shareholders will be held at the Company's Hotel on Wednesday, the 26th February, 1914 at 12.30 p.m. for the purpose of receiving a Statement of Accounts of the Company to the 31st December, 1913, and to discuss any matter which may be competently brought before the Meeting.

The TRANSFER BOOKS of the Company will be CLOSED from the 18th to the 25th February both days inclusive.

By order of the Board.
J. H. TAGGART,
Acting Secretary.

THE HONGKONG & KOWLOON WHARF & GODOWN COMPANY LIMITED.

NOTICE TO SHAREHOLDERS THE TWENTY-SEVENTH ORDINARY ANNUAL MEETING OF SHAREHOLDERS will be held at the Offices of Messrs. Jardine Matheson & Co., Ltd., on THURSDAY, the 5th March, 1914, at 11.30 a.m., for the purpose of receiving the report of the Directors and Statement of Accounts for the year ending 31st December, 1913.

The TRANSFER BOOKS of the Company will be CLOSED from MONDAY, the 23rd February, 1914, until FRIDAY, the 27th February, 1914, both days inclusive.

W. S. BROWN,
Secretary.
Hongkong, 16th February, 1914.

Notices

NOTICE is hereby given that on and after the 19th February, 1914, an evening collection of refuse commencing at 6 p.m. will be substituted in the areas mentioned below for the usual afternoon collection.

1. All streets below Kennedy Road from Garden Road to the Bellevue Hotel.
2. All streets below Caine Road and Bonham Road from Wyndham Street and Arbuthnot Road to Pokfulam Road and Whitty Street.

D. W. TRATMAN,
Head of Sanitary Department,
Hongkong, 19th Feb., 1914.

WE have much pleasure in announcing to our numerous patrons and customers that we have opened

A New SILK STORE

the most up-to-date style and fashion at the very low prices.

Silk Goods & Jewellery Ware

all descriptions in a variety of new, elegant and of native designs and patterns.

Turkish, Persian & India Silk, Carpets & Woollen Rugs

in choice and elegant patterns. Prices specially reduced for summer. Cheapest store in the Colony. An early visit earnestly solicited.

D. CHELLARAM,
Hongkong, 19th Feb., 1914.

Notices

HONGKONG JOCKEY CLUB.

RACE MEETING, 1914.

MONDAY, TUESDAY, WEDNESDAY & SATURDAY (OFF-DAY), 16th, 17th, 18th and 21st, February.

TICKETS of ADMISSION to the GRAND STAND and ENCLOSURE may be obtained from Messrs. Kelly & Walsh, Ltd., at the Gate. Price \$7 for the Meeting (excluding the Off-Day), or \$3 per day. Tickets for the Off-Day, \$2.

No one admitted without a Ticket, to be shown to the Ticket Inspector at the Gate.

T. F. HOUGH,
Clerk of the Course,
Hongkong, 11th Feb., 1914.

HONGKONG JOCKEY CLUB.

THE STEWARDS request the pleasure of the presence of the LADIES at the GRAND STAND and the ENCLOSURE during the Races.

A Stand and Enclosure will be reserved for Members and Members' Wives and Families, Tickets for which are being sent out with the Members' Tickets.

All Tickets must be produced to gain admission.

Special accommodation will be reserved as in recent years for Chinese Ladies and their Female attendants in the Stand erected on the plot of ground next to the Lusitano Club Stand.

T. F. HOUGH,
Clerk of the Course,
Hongkong, 11th Feb., 1914.

HONGKONG JOCKEY CLUB

PASSES for Servants will be issued on application to the Under-Secretary, on SATURDAY, the 14th February.

No Servants will be allowed inside the ENCLOSURE of the Race Course during the Race Day WITHOUT TICKETS, which can be had on application to the Under-Secretary. These Tickets are only available for Servants while in attendance on their employers or when on duty at the various Stands.

Any Chinese found loitering about with Servants' passes in their possession will forfeit them and the holders thereof will be removed from the Enclosure.

T. F. HOUGH,
Clerk of the Course,
Hongkong, 11th Feb., 1914.

HONGKONG & SHANGHAI BANKING CORPORATION.

THE DIVIDEND DECLARED for the Half Year ending 31st December, 1913, at the rate of Two Pounds Sterling together with a Bonus of Five Shillings Sterling per share of \$125 is payable on and after MONDAY, the 16th day of February, Current, at the Offices of the Corporation, where Shareholders are requested to apply for Warrants.

By Order of the Court of Directors.
N. J. STABB,
Chief Manager,
Hongkong, 14th Feb., 1914. [150]

LESSONS IN CHINESE.

MR. LI HON FAN, a Chinese graduate versed in literature, has been a teacher to European officials and merchants in this Colony for over ten years. He has a good method of training Europeans to pass in the Chinese examination, and is possessed of a first rate certificate as a Chinese teacher. He has also a good knowledge of Mandarin and Hakka.

Those who intend learning the Chinese language are requested to write c/o "Hongkong Telegraph" office or direct to 37 Hollywood Road, 1st floor, Hongkong, 29th Jan., 1912.

THE LONDON DIRECTORY

(Published Annually)

Enables traders throughout the World to communicate direct with English.

MANUFACTURERS & DEALERS in each class of goods. Besides being a complete commercial guide to London & its suburbs, the directory contains lists of

EXPORT MERCHANTS with the Goods they ship, and the Colonial and Foreign Market they supply.

STEAMSHIP LINES arranged under the ports to which they sail, and indicating the approximate Billings.

PROVINCIAL TRADE NOTICES of leading Manufacturers, Merchants, etc., in the principal provincial towns & industrial centres of the United Kingdom.

A copy of the current edition will be forwarded, freight paid, on receipt of Postal Orders for 20s.

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25 Abchurch Lane, London E.C. 4.

Banks

INTERNATIONAL BANKING CORPORATION.

Head Office: 60, Wall Street, New York

London Office: 25, Bishopsgate, E.C. 2.

BRANCHES:

Bombay, Calcutta, Cebu, Hankow, Hongkong, Kobe, Manila, Mexico, Panama, Peking, San Francisco, Shanghai, Yokohama.

Capital and Surplus: Gold \$100,000,000

EVERY DESCRIPTION OF BANKING BUSINESS HANDLED.

CURRENT ACCOUNTS opened on the usual terms.

DEPOSITS RECEIVED, fixed for one year at 4 per cent, or for shorter periods, at rates, which may be ascertained on application.

LETTERS OF CREDIT AND DRAFTS granted on all the principal cities in the World.

LETTERS OF CREDIT AND DRAFTS OF CREDIT GRANTED ON ALL THE PRINCIPAL CITIES IN THE WORLD.

PURCHASE and SALE of Stocks and Shares effected.

TRAVELLERS CHECKS sold and cashed.

GEORGE HOGG,
Manager,
Queen's Road, Hongkong,
1st Nov., 1913.

THE YOKOHAMA SPECIE BANK LIMITED.

Established 1880.

Authorized Capital Yen 48,000,000

Paid-up Capital " 30,000,000

Reserve Fund " 18,550,000

Head Office: YOKOHAMA.

Branches: Amoy, Canton, Hankow, Hongkong, Kobe, London, Lyons, Manila, Peking, Shanghai, Singapore, Yokohama.

Interest Allowed on Current Account.

Deposits received for fixed periods at rates to be obtained on application.

EISHI-ONO, Manager.
Hongkong, 30th Sept., 1913. [18]

THE CHARTERED BANK OF INDIA, AUSTRALIA AND CHINA.

Incorporated by Royal Charter 1853.

HEAD OFFICE: LONDON.

Paid-up Capital £1,200,000

Reserve Fund £1,700,000

Proprietors Liability £1,200,000

FOREIGN EXCHANGE and General Banking business transacted.

CURRENT ACCOUNTS opened and FIXED DEPOSITS received for 1 year or shorter periods at rates which will be quoted on application.

A. S. HEWETT,
Acting Manager,
Hongkong, 11th April, 1912. [22]

Notices

THE CHINA PROVIDENT LOAN AND MORTGAGE CO., LTD.

(Capital Paid up £1,250,000.)

Loans on Mortgage of House Property, &c.

Goods received on Storage.

Advances made on Merchandise.

Loans made on the Provident System.

(Rates and Particulars on application.)

The Office of **TRUSTEE, EXECUTOR OF WILSON, ATTORNEY, &c.,** Undertaken and Executed.

SHEWAN TOMES & Co.
General Managers,
Hongkong, 19th March, 1908. [3]

PEAK TRAMWAY CO. LIMITED.

TIME TABLE.

WEEK DAYS.

7.00 A.M. to 8.00 A.M. EVERY 15 MIN.

8.00 A.M. to 10.00 A.M. " 10 MIN.

10.00 A.M. to 11.00 A.M. " 15 MIN.

11.00 A.M. to 12.00 P.M. " 10 MIN.

12.00 P.M. to 1.00 P.M. " 15 MIN.

1.00 P.M. to 2.00 P.M. " 10 MIN.

2.00 P.M. to 3.00 P.M. " 15 MIN.

3.00 P.M. to 4.00 P.M. " 10 MIN.

4.00 P.M. to 5.00 P.M. " 15 MIN.

NIGHT CARS on Week Days

Banks

HONGKONG & SHANGHAI BANKING CORPORATION.

Paid-up Capital \$15,000,000

RESERVE FUNDS:

Storing

£1,500,000 at 2 1/2

\$15,000,000

Silver \$17,650,000

Reserve Liability of Proprietors \$15,000,000

COURT OF DIRECTORS.

Hon. Mr. D. Landale, Chairman.

W. L. Pattenden, Esq., Deputy Chairman.

S. H. Dodwell, Esq., G. Friedland, Esq., E. Goetz, Esq., C. S. Gubbay, Esq., P. M. Holyoak, Esq., C. Landgraf, Esq., J. A. Plummer, Esq., Hon. Mr. E. Shellim, H. A. Siebs, Esq.

CHIEF MANAGER: Hongkong—N. J. Stabb.

MANAGER: Shanghai—A. G. Stephen.

London Bankers—London County and Westminster Limited.

Hongkong—Interest Allowed.

On Current Account at the rate of 2 per cent. per Annum on the daily balance.

ON FIXED DEPOSITS.

For 3 months, 2 1/2 per cent. per Annum.

For 6 months, 3 1/2 per cent. per Annum.

For 12 months, 4 per cent. per Annum.

N. J. STABB, Chief Manager.

HONGKONG SAVINGS BANK

The Business of the above Bank is conducted by the HONGKONG AND SHANGHAI BANKING CORPORATION.

Rules may be obtained on application.

INTEREST on deposits is allowed on the minimum monthly balances at 3 Per Cent. per annum.

Depositors may transfer at their option balances of \$100 or more to the Hongkong and Shanghai Bank to be placed on FIXED DEPOSIT at 4 Per Cent. per annum.

For the Hongkong and Shanghai Banking Corporation,
N. J. STABB, Chief Manager.

DEUTSCH ASIATISCHE BANK.

Capital Fully Paid-up Sh. Taels 7,500,000

Head Office: Shanghai.

Board of Directors: Berlin.

Branches: Berlin, Calcutta, Canton, Hamburg, Hankow, Kobe, Peking, Singapore, Tientsin, Tsinanfu, Teikoku, Yokohama.

LONDON BANKERS: Messrs. N. M. Rothschild & Sons, The Union of London and Smith's Bank, Limited.

Deutsche Bank (Berlin), London Agency.

Direction der Disconto Gesellschaft.

Dresdner Bank.

INTEREST allowed on Current Account. DEPOSITS received on terms which may be learned on application. Every description of Banking and Exchange business transacted.

R. TIMMERSCHIEDT,
Manager,
Hongkong, 9th Oct., 1911. [2]

THE MERCANTILE BANK OF INDIA, LIMITED.

Authorized Capital £1,500,000

Subscribed " 1,125,000

Paid Up " 562,500

Reserved Fund " 415,000

BANKERS: Bank of England, London Joint Stock Bank, Limited.

Interest allowed on Current Accounts at 2 per cent per annum on Daily Balance and on Fixed Deposits at rates which may be ascertained on application.

A. L. LINTON,
Manager.

THE ALEXANDRA CAFE

Cannot be Beaten. If Equalled For Bread, Cakes, Confectionery meals with Wines & Liquors.

Exchange

T/T Shanghai	1/10 7/8	T/T Marks	195
Demand	1/10 15/16	T/T Francs	2.40
30 d/s	1/11	On Haiphong	1 1/2 pm
60 d/s	1/11	On Saigon	1 1/2 pm
4 m/s	1/11 1/16	On Bangkok	80 1/2
T/T Shanghai	73 1/4	Buying:	
T/T Singapore	81 1/2	4 m/s. L/C	1/11 1/4
Private 30 d/s sight Shanghai	74 1/8	4 m/s. D/B	1/11 3/8
T/T Japan	93 1/2	6 m/s. L/C	1/11 3/8
T/T India	141 1/4	30 d/s. Sney & Melbourne	1 1/2
T/T Bombay	141 1/4	30 d/s. San Fco & New York	47 1/2
Demand Bombay	142	4 m/s. Marks	1.99 1/2
T/T Calcutta	141 1/4	4 m/s. Francs	2.45
Demand Calcutta	142	6 m/s. do	2.47
Demand India	142	Bar Silver ready	26 9/16
Demand Manila	94	forward	26 7/16
T/T. San Fco & New York	46 1/4	Gold Leaf per aol	54.85
T/T. Java	115	Bank of England rate	3 1/2
		Sovereign	10.40

Subsidiary Coins. Discount per \$100

Chinese... 20 cts. pieces \$12 1/2 %

Chinese... 10 " \$12 1/2 %

Hongkong... 20 " \$12 1/2 %

Hongkong... 10 " \$12 1/2 %

Malwa, New... \$5.800 per pie

Malwa, Old... 5.900

Patna, New... 6.575 per oche

Patna, Old... 6.440

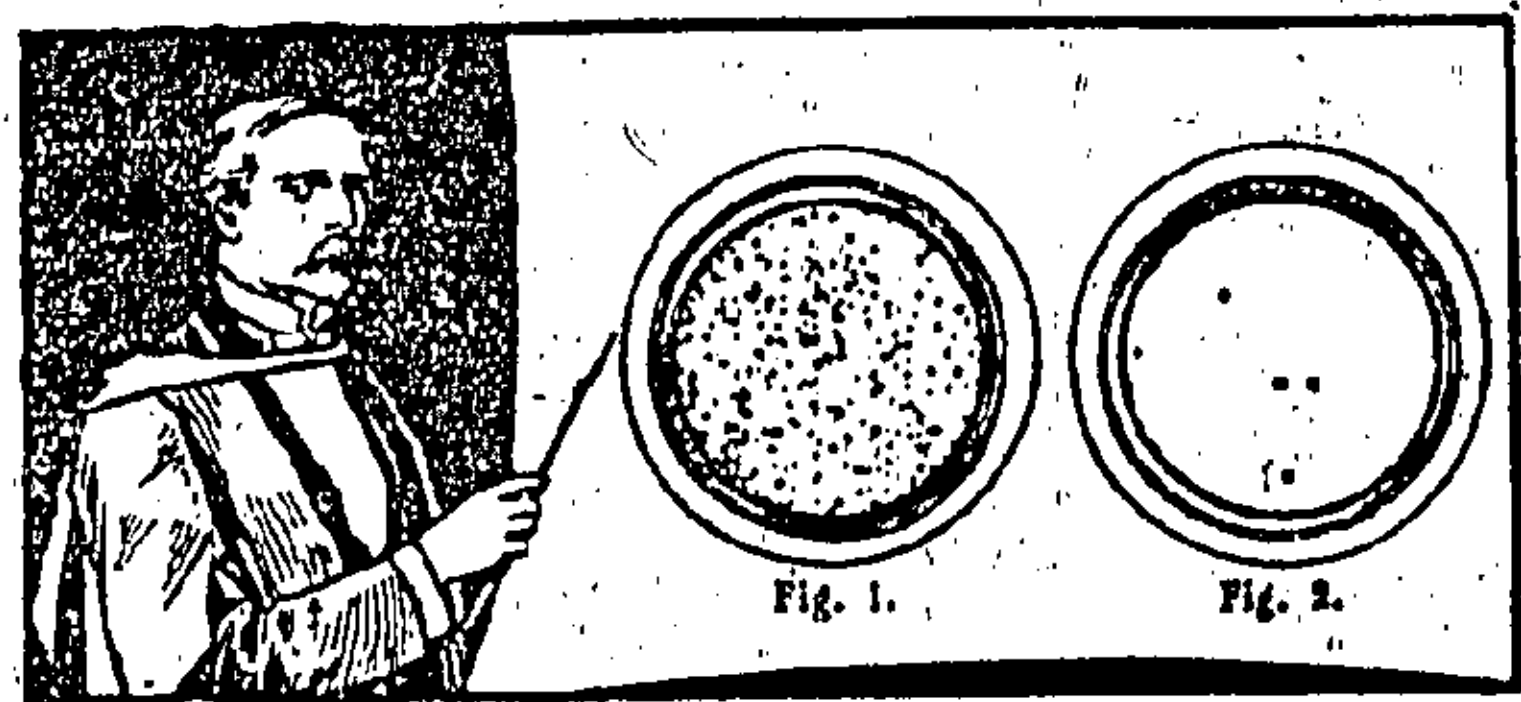
Banars, New... 6.330

Banars, Old... 6.2

BREWER & CO.

Pedder Street, (Adjoining Hongkong Hotel Main Entrance)
Telephone No. 696.

SCOTT'S LAST EXPEDITION, VOL. I.	POULTRY FOODS AND FEEDING, by Duncan F. Laurie	2.00
THE JOURNAL OF CAPT. SCOTT, VOL. II REPORT OF THE SOIEN.	MEAT AND FOOD INSPECTORS' EXAMINATIONS, by Billing & Walker	2.75
TIPIC WORK, of Dr. Wilson and the surviving Members, Illustrations, \$3.50	THE INTERNATIONAL WHISKY TAKER, 1914	\$1.60
THE WINDS OF GOD, by Hamilton Drummond	THE BRITISH JOURNAL PHOTOGRAPHIC ALMANAC, 1914	80 cents & \$2.00
THE ROCKS OF VALPRE, by Ethel M. Dell	THE WINNING POST WINTER ANNUAL	80 cents
THE ROMANCE OF A FEW DAYS, by Edmund Wells	SNARK WINTER ANNUAL	80 cents
THE MISCHIEF MAKER, by E. Phillips Oppenheim	LARGE SELECTION OF NEW SIXPENNY NOVELS, 4 FOR \$1.00.	
THE BROKEN HALO, by Florence L. Barclay		
HOW TO BE BEAUTIFUL, by Marie Montaigne		



SORE THROATS:

Their Cure and Prevention.

Sore throat is so much in the air just now that everyone will be interested to learn how we catch this complaint, and the best way of curing and preventing it.

The germs which cause sore throat are literally "in the air," floating about on particles of soot, dust, etc. We cannot help inhaling these, and it is, therefore, quite accurate to speak of "catching" sore throat.

When we are in good health we may inhale millions of these germs without taking harm. But if we are ever so slightly run down, the germs of sore throat will grow and multiply in the mouth cavity, inflaming and swelling the delicate membranes.

Then is the time to test the curative power of Wulfin's Formamint—the germ-killing throat tablet.

These harmless, palatable tablets are as sweet as candy, destroy all germ growths in the mouth and throat. Therefore they first delay pain and then cure the complaint. By the same direct method, Formamint not only cures sore throat, but also prevents that and other infectious diseases like Diphtheria, Scarlet Fever, Measles, etc.

WULFIN'S
Formamint

THE GERM-KILLING THROAT TABLET

The unique power of Formamint as a germ killer has been strikingly demonstrated by Dr. Piorkowski, the famous Berlin scientist, and is illustrated by the above diagrams.

Dr. Piorkowski coated two glass plates with a substance on which germs thrive. One of them (Fig. 2) he also treated with some human saliva in which Formamint Tablets had been dissolved. He then exposed both plates to the air, and afterwards kept them for three days at the temperature of the human body.

Fig. 1, not having been treated with Formamint, was covered with germ growths which cause sore throat and other infectious diseases. But Fig. 2, which had been treated with Formamint, was practically free from germ growths, proving that Formamint killed the germs which settled there.

What happened on the second plate is exactly what happens in the mouth and throat of a person who sucks Formamint: namely, the germs which cause sore throat, etc., are destroyed.

Formamint is sold by all Chemists, in bottles containing 50 tablets. But specify Wulfin's Formamint, as there are many worthless imitations about.

FREE BOOKLET.

Please send me a Free Copy of "Practical Hints on Sore Throat."

NAME.....
ADDRESS.....To A. WULFIN & Co.,
6, Kinkiang Road, Shanghai. P. 23/175.

IT IS WHAT YOU GET MORE
THAN WHAT YOU PAY. THE
DOUBLE STRENGTH MEANS
DOUBLE VALUE.

LOTUS MOKHA
IS UNIFORMLY EXCELLENT.

Obtainable Everywhere.

POST OFFICE.

A New Mail Train Service via Tientsin and Peking for Europe (via Siberia) will be closed at Shanghai every Wednesday evening at 5 p.m.

This Train will connect with the Trans-Siberian Express conveying the Mails sent via Dairen on Wednesday mornings.

MAILS VIA SIBERIA.

Left London Jan. 24
Shanghai Feb. 9

MAILS CLOSE TO-DAY.

Hongkong—Per TAMON MARU, 20th inst., 5 p.m.
Japan via Kobe—Per ORAIGALL 20th inst. 5 p.m.

TO-MORROW.

Australian Mail.
Philippine Islands, Anauar, Yebu, Fred. Wilhelmshafen, Rabau, Horbertshohe, Matupi, Australasia, Tasmania, New Zealand, via Brisbane—Per P. WALDEMAR, 21st Feb. 9 a.m.
Japan via Yokohama—Per JELUNGA, 21st inst., 11 a.m.

American Mail.
Japan via Moji, Victoria and Tacoma—Per TACOMA MARU, 21st inst., noon.

Swatow and Bangkok—Per DRUPAR, 21st Feb., noon.
Straits and India via Calcutta—Per KUMSANG, 21st Feb., 1 p.m.

Philippine Is.—Per YUENSAO, 21st inst., 1 p.m.
Philippine Is.—Per RUBI, 21st Feb. 3 p.m.

Siberian Mail.
Shanghai, North and China (Europe via Siberia)—Per FOCHOOW, 21st inst., 5 p.m.

Swatow & Shanghai—Per CHOYSANG, 21st inst., 5 p.m.

SUNDAY, 22nd Feb.

Swatow—Per HAIMUN, 22nd Feb. 9 a.m.
Swatow Amoy and Formosa via Taiwan—Per DALIN MARU, 22nd inst., 9 a.m.

Straits, Batavia, Cheribon, Samarang, Sourabaya—Per HOKUTO MARU, 22nd inst., 9 a.m.

TUESDAY, 24th Feb.

Swatow, Amoy and Fouchow—Per HAITAN, 24th Feb. 10 a.m.

American Canadian Mail.
Shanghai & North China, Japan via Nagasaki, Honolulu, Canada, Aden, Egypt, and Europe via Suez (Late Letters 11 a.m. to Noon. Extra Postage 10 cents). Letters posted in all the Pillar Boxes in time for the first clearance will be included in this contract mail.—Per MACLELLAN, 24th inst. 11 a.m.

Philippine Is.—Per TEAN, 24th 3 p.m.

WEDNESDAY, 25th Feb.

Hai Phong, Pakhoi and Saigon—Per SONGKANG, 25th inst., 3 p.m.

Straits & Ceylon—Per IVO MARU, 25th inst., 9 a.m.

Swatow—Per HAIMUN, 25th Feb. 10 a.m.

THURSDAY, 26th Feb.

Shanghai and North China—Per LUCHOW, 26th inst., 3 p.m.

FRIDAY, 27th Feb.

Philippine Islands, Australia, Tasmania & New Zealand via Port Darwin—Per EMPIRE, 27th Feb. 9 a.m.

SATURDAY, 28th Feb.

Straits, Burma, Ceylon, Adelaide, Western Australia, India, Aden, Egypt, and Europe via Suez (Late Letters 11 a.m. to Noon. Extra Postage 10 cents). (Supplementary mail on board up to the time fixed for departure of the mail (Extra Postage 10 cents). Letters posted in all the Pillar Boxes in time for the first clearance will be included in this contract mail.)—The Parcel mail will be closed on Friday the 27th inst., 5 p.m.—Per ABAYE, 28th inst., 11 a.m.

Philippine Islands—Per LOONGSANG, 28th inst., 1 p.m.

American Canadian Mail.
Shanghai & North China, Japan via Nagasaki, Honolulu, Canada, Aden, Egypt, and Europe via Suez (Late Letters 11 a.m. to Noon. Extra Postage 10 cents). Letters posted in all the Pillar Boxes in time for the first clearance will be included in this contract mail.—Per MACLELLAN, 28th inst., 11 a.m.

TUESDAY, 3rd Mar.

Philippine Is., Straits, Burma, Ceylon, Adelaide, Western Australia, India, Aden, Egypt, and Europe via Suez (Late Letters 11 a.m. to Noon. Extra Postage 10 cents). Letters posted in all the Pillar Boxes in time for the first clearance will be included in this contract mail.—Per MACLELLAN, 3rd Mar. 11 a.m.

Shanghai & North China, Japan via Nagasaki, Honolulu, Canada, Aden, Egypt, and Europe via Suez (Late Letters 11 a.m. to Noon. Extra Postage 10 cents). Letters posted in all the Pillar Boxes in time for the first clearance will be included in this contract mail.—Per MACLELLAN, 3rd Mar. 11 a.m.

THURSDAY, 5th Mar.

Shanghai, North China, Japan via Nagasaki, Honolulu, Canada, Aden, Egypt, and Europe via Suez (Late Letters 11 a.m. to Noon. Extra Postage 10 cents). Letters posted in all the Pillar Boxes in time for the first clearance will be included in this contract mail.—Per MACLELLAN, 5th Mar. 11 a.m.

Shanghai & North China, Japan via Nagasaki, Honolulu, Canada, Aden, Egypt, and Europe via Suez (Late Letters 11 a.m. to Noon. Extra Postage 10 cents). Letters posted in all the Pillar Boxes in time for the first clearance will be included in this contract mail.—Per MACLELLAN, 5th Mar. 11 a.m.

SATURDAY, 7th Mar.

Shanghai, North China, Japan via Nagasaki, Honolulu, Canada, Aden, Egypt, and Europe via Suez (Late Letters 11 a.m. to Noon. Extra Postage 10 cents). Letters posted in all the Pillar Boxes in time for the first clearance will be included in this contract mail.—Per MACLELLAN, 7th Mar. 11 a.m.

Shanghai & North China, Japan via Nagasaki, Honolulu, Canada, Aden, Egypt, and Europe via Suez (Late Letters 11 a.m. to Noon. Extra Postage 10 cents). Letters posted in all the Pillar Boxes in time for the first clearance will be included in this contract mail.—Per MACLELLAN, 7th Mar. 11 a.m.

SHIPPING NEWS.

ARRIVED

Falila, Br. s.s. 2,702, S. O. Cayo, 20th inst.—Tel. 10th inst. Gen. T. M. & Co.

Haimun, Br. s.s. 641, J. W. Evans, 20th inst.—Swatow, 19th inst. Gen. D. & I. & Co.

Hansang, Br. s.s. 1,350, S. Wilde, 20th inst.—Tel. 10th inst. Gen. J. M. & Co.

Jean, Br. s.s. 1,359, J. N. Sidford, 20th inst.—Manila, 17th inst. Sugar & Gen.—B. & S.

Kenkon Maru, Jap. s.s. 2,541, Fenjimoto, 19th inst.—Milko, 15th inst. Coal—M. B. K.

Kwanang, Br. s.s. 1,205, G. J. S. aka, 19th inst.—Dairen, 15th inst. Gen. B. & S.

Nissel Maru, Jap. s.s. 2,224, H. H. Takashima, 20th inst.—Borneo, 15th inst. Timber—B. & Co.

Oanfa, Br. s.s. 9,015, W. Copelycott, 20th inst.—Liverpool, 21st inst. Gen. B. & S.

Prometheus, Norw. s.s. 1,027, Y. Jensen, 19th inst.—Bangkok, 12th inst. Rice—Chinese.

DEPARTED.

February 19.

Hikoran Maru for M'ke Solvay for Wakamatsu Yinchow for Canton.

Otowa Maru for Peking E. of Asia for Vancouver.

Kato for Tientsin Suifang for Wei-Hai-Wei.

Ambrs for Yokohama Wuhu for Shanghai.

Ho'how for Shanghai Fouchow for Chienwant to Tientsin for Amoy.

Yoc'ing for Bangkok Hsin Ching for Canton.

Gott'zen for Yokohama K'o'et for Yokohama.

CLEARANCES AT THE HARBOUR OFFICE.

February 19.

Kamcar for Saigon Kwangee for T. Lajap.

February 20. Ch'wang for Port Coubert.

American for K. C. Wan Hongkong for Singapore.

Cricken for Koror Crighall for Kobe.

Tamon Maru No. 11 for Hongay Hanching for Fouchow.

Kwang Lee for Shih-shai Prince Waldemar for Sydney.

Bar on for Bangkok Oanfa for Yokohama.

Abah for Shanghai Yangsze for Liverpool.

PASSENGERS ARRIVED.

Per s.s. Lean from Manila on the 20th inst.—A Campbell, G. Finer, Caro, Mrs C. Jose.

Per s.s. Futala from Rangoon etc., on the 20th inst.—Mrs Warko.

PASSENGERS DEPARTED.

Per s.s. E. of Asia for Vancouver etc., on the 19th inst.—Mr and Mrs Gost, Miss Gost, Count de Ligny, Bonmar, Capt and Mrs Colson, P. B. G. G. W. A. MacLeod, P. B. Haythorne, Mr and Mrs Elton, R. C. Hibdon, E. Moller, T. Smith, A. G. Meyers, Miss Mand Allan, Mrs. London, Leo Cherniavsky, Jan Cherniavsky, J. Mitchell Cherniavsky, St. Sedger, H. A. Poole, C. Skinner, A. E. Alger, D. A. Wilson, P. Heath, Mr and Mrs Benham, A. Knapp, W. T. Findley, V. C. Smith, Linday, Mrs Burnie, P. P. Schottbury, R. J. Grimshaw, C. W. Chung, J. E. Hacking, L. Midwood, J. E. Hode, H. F. G. Carter, S. Billings, G. L. miner, R. E. Kadoorie, Miss M. R. Ogden, Mrs E. Barker, A. L. Ward, Mrs Thompson, Mr and Mrs Sperry, Com. G. Mao Vay, J. W. Cranston, Madame Cheret, Prince Babesco, Barnett, W. L. Thomason, C. A. Wising, V. C. Smith, Dr J. Corni, Miss Dean, S. B. M. Bremner, Dalgarro, C. Chipp, Mr and Mrs W. K. Fellows, S. Bolinger, Woodhouse, F. R. Vida, E. Levy, So Yuen, K. H. Tong.

Per s.s. Kleist for Shanghai etc., on the 19th inst.—Theo Schumann, J. A. Bal, J. K. Brand, Mr and Mrs C. R. Shaw, A. Marer, E. R. Morris, A. Shingaby, E. Levy, Mr & Mrs Guesmalt, M. Hingham, M. Jensen, Mrs C. Pouschner, Miss Pouschner, J. Bell, Irving, W. B. Pettis, L. E. Hole, Y. Onaday, Capt and Augenson, J. Amundson, Win Coplon, M. Umlauf, Dr Kurt Pierbach, D. W. Mahlam, Y. Fushenn, T. K. Claky, D. Grochoito.

Oysters, Fresh, Fried or Stewed Findon Haddock, Kippers &c. ALEXANDRA CAFE.

WEATHER REPORT.

On the 20th at 10.50.—The northern anticyclone has passed to the north of Hokkaido.

Pressure has increased slightly over N. E. China, but has decreased again over the lower Yangtze Valley. It is nearly stationary in the south.

The monsoon is again interrupted along the east coast of China.

Moderate southerly winds are indicated over the northern portion of the N. China Sea.

Hongkong Rainfall for the 24 hours ending at 10 a.m. to-day, 0.00 inches.

FORECAST FOR THE 24 HOURS ENDING AT NOON TO-MORROW.

1 Hongkong and Neighbourhood..... S. or variable winds, light; fair.

2 Formosa Channel..... Variable winds, moderate.

3 South coast of China between H.K. and Lamook..... The same as No. 1.

4 South coast of China between H.K. and Hainan..... The same as No. 1.

China Coast Meteorological Register. 20th February, a.m.

Station. Hour. Barometer. Temperature. Humidity. Wind. Force. Weather.

Wanchow 7a 30.18 ss 1

Namuro 6a 30.17 n 1

Hakodate 30.17 n 1

Tokio 30.10 n 1

Kobe 30.07 ss 1

Nagasaki 30.03 n 1

Kailima 30.03 n 1

Oshima 30.03 n 1

Naha 30.07 n 0

Ishijima 30.05 n 3

Bonin Is. 29.99 ss 2

Chifoo 30.27 35 90 n 3 bc

Whalwei 30.27 35 90 n 3 bc

Hankow 30.27 35 90 n 3 bc

Ichang 30.27 35 90 n 3 bc

Kia'ang 30.27 35 90 n 3 bc

Shanghai 30.02 35 90 n 3 bc

Guizhou 30.02 35 90 n 3 bc

Shanghai 30.02 35 90 n 3 bc

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Shanghai 30.02 35 90 n 3 bc

Mail Steamers

THE PENINSULAR AND ORIENTAL S. N. CO. ENGLISH MAIL.

WILL despatch VESSELS to the Undermentioned PORTS on or about the DATES named:—

For LONDON, via Ussal Ports of Call Assaye Capt. G. J. Coldwell } noon } Freight & Passage

LONDON & ANTWERP via Singapore, Penang, C'mbo, Port Said, & Marseilles } Nore Capt. D. Asbury } about 4th Mar. } Freight & Passage

SHANGHAI, MOJI, KOBE AND YOKO-HAMA } Malta Capt. G. W. Cockman } about 24th Feb. } Freight & Passage

SHANGHAI } India Capt. C. C. Talbot } about 27th Feb. } Freight & Passage

All the above steamers are fitted with Wireless Telegraphy. For Freight, or Passage apply to

E. A. Hewett, Superintendent.

P. & O. S. N. Co.'s office, Hongkong, 18th Feb. 1914.

NORDDEUTSCHER LLOYD.

BREMEN.

IMPERIAL GERMAN MAIL LINES

For Steamers. To sail on

NAPLES, GENOA, ALGERS, GIBRALTAR, SOUTHAMPTON, A'WERP & H'BURG... Derfflinger Capt. F. Prosch } 17,000 } TUESDAY, 23rd Mar. 10 a.m.

SHANGHAI, TSINGTAU, KOBE AND YOKOHAMA... Prinz Eitel Friedrich Capt. C. Mundt } THURS., 5th Mar.

M'LA, ANGAUR, YAP, SAMARAT, NEW GUINEA, BRISBANE, SYDNEY AND MELBOURNE... Prinz Waldemar Capt. O. Juany } SATUR., 21st Feb. 9 a.m.

KOBE... Coblenz Capt. L. Klughist } About TUESDAY, 3rd Mar. 8 a.m.

JE-SELTON, KUDAT & SANDAKAN... Borneo Capt. J. Koehler } SUNDAY, 8th Mar. 9 a.m.

All the steamers of the European Line are fitted with Wireless Telegraphy. Now System of Telefunken.

FREIGHT LINE.

NEXT SAILING FROM HONGKONG.

OUTWARD.

Tuebingen... About 2nd Mar. } About 13th April.

Cernis... 16th Mar. } 27th April.

Signaringen... 30th Mar. } 27th April.

HOMEWARD.

For Marseilles, Dunkirk, R'dam and Bremen/Hamburg: Mark about 10th of Mar.

For Havre, Emden & Hamburg: Bremen: Cernis about 5th of May.

For Marseilles, Rotterdam and Bremen/Hamburg: Signaringen about 16th of May.

For Havre, Dunkirk, Emden and Hamburg/Bremen: Tuebingen about 18th of Apr. about 1st of June.

For further Particulars, apply to NORDDEUTSCHER LLOYD

MELCHERS & CO., GENERAL AGENTS, HONGKONG and CHINA. Hongkong, 20th Feb. 1914.

MESSAGERIES MARITIMES

FRENCH MAIL LINES.

FORTNIGHTLY SERVICE TO AND FROM JAPAN via SHANGHAI.

FORTNIGHTLY SERVICE TO AND FROM EUROPE via SUEZ CANAL.

For SHANGHAI, KOBE AND YOKOHAMA... Steamers Australien, Amazone, Atlantique, Magellan, Nera, Australien